

CONSIGNMENT MASTER AGREEMENT

Kali.J Design dba The Toy Showroom - Version 2026-10 v1

This Consignment Master Agreement (the "Agreement") governs property accepted by Kali.J Design dba The Toy Showroom ("Kali.J") from the person or entity identified in the electronic signature record ("Consignor"). It covers one collection that may be divided into multiple auction batches, sale channels, or supplemental schedules. No physical drop-off is authorized merely because an application is approved or this Agreement is signed; Kali.J must separately issue final intake acceptance for the property or batch.

KEY TERM	AGREED STRUCTURE
House commission	40% of Hammer Price
Consignor gross share	60% of Hammer Price, before seller-responsible expenses
Buyer's premium	Currently 18% when used; paid by buyer and retained 100% by Kali.J; excluded from Consignor share
Auction advertising	Charged to Consignor as stated in each Auction Schedule; promoted HiBid budgets may be approximately \$1,000-\$1,500 or more depending on placement
Settlement	Generally within 15 business days after the batch is Settlement-Eligible and buyer funds have cleared

1. Agency and Scope

Consignor appoints Kali.J as Consignor's limited sales agent for property that Kali.J expressly accepts in writing, in an intake record, or in an Auction Schedule. Title remains with Consignor until a sale to a buyer is completed, except as otherwise required by law.

This is a master agreement. A large collection may be photographed, cataloged, transported, stored, grouped, and sold in multiple batches and in more than one auction. Each accepted batch may be documented by an Auction Schedule, manifest, intake receipt, or other electronic record incorporated into this Agreement.

2. No Automatic Acceptance of Property

Application approval only allows Consignor to continue onboarding. Signing this Agreement does not obligate Kali.J to accept any item or authorize an unscheduled drop-off. Kali.J may reject any item or batch before final intake for condition, value, authenticity, legal/compliance, storage, capacity, safety, or marketability reasons.

Physical custody begins only when Kali.J issues final acceptance/drop-off authorization and receives the property. The intake receipt or manifest controls what property was actually delivered.

3. Consignor Representations and Warranties

Consignor represents and warrants that Consignor lawfully owns or has authority to consign every item; no item is stolen, counterfeit, subject to an undisclosed lien or claim, or unlawfully possessed; supplied descriptions and provenance are truthful to the best of Consignor's knowledge; and each item may lawfully be sold and transferred.

4. Identity, Tax, and Regulatory Compliance

Consignor must complete required identity verification, ownership certification, tax documentation, and legally required intake information before property may be accepted or payouts released. If applicable law requires a fingerprint, identification record, holding period, transaction report, CAPSS entry, or similar record, Consignor agrees to provide it. Kali.J may delay intake, listing, transfer, or payout until compliance is satisfied.

5. Lotting, Cataloging, Pricing, and Sale Method

Unless an Auction Schedule states otherwise, Kali.J may use commercially reasonable discretion to group or separate lots, choose photographs and descriptions, select auction sequence and sale channel, establish starting bids, and determine whether an unsold item should be reoffered. Estimates are opinions, not guarantees. Consignor may not bid on Consignor's own property or arrange shill bidding.

6. Hammer Price, 60/40 Split, and Buyer's Premium

"Hammer Price" means the winning bid price, excluding buyer's premium, sales tax, buyer-paid shipping, and other buyer charges.

Kali.J earns a house commission equal to 40% of the Hammer Price. Consignor's gross share is 60% of the Hammer Price, before seller-responsible expenses under Section 7.

When Kali.J charges a buyer's premium, including the current 18% HiBid buyer's premium unless an auction states a different percentage, that premium is an additional buyer charge for Kali.J's account. It is retained entirely by Kali.J, is not part of Hammer Price, and is not included in or divided under the 60/40 split.

7. Seller-Responsible Expenses and Advertising

Consignor is responsible for seller-side costs specifically attributable to Consignor's property and disclosed by this Agreement or an Auction Schedule. Those costs may be deducted from Consignor's 60% share, from other amounts payable to Consignor, or may be required in advance.

Each promoted auction batch may carry a separate advertising/marketing fee or budget stated in its Auction Schedule. A promoted HiBid auction may require approximately \$1,000-\$1,500 or more depending on the placement selected. HiBid prices and auctioned feature placements can change; the amount in the applicable Auction Schedule controls. Once Kali.J has committed or spent an authorized advertising amount, it is nonrefundable even if some or all property does not sell.

Other seller-responsible expenses may include actual third-party auction/platform charges attributable to the property, payment-processing costs attributable to a sale, promoted-listing charges, authentication or grading, special packing, seller-funded shipping or shortfalls, freight, approved storage, return/refund/chargeback adjustments, and extraordinary third-party services. Material expenses above an Auction Schedule's preauthorized amount require additional written/electronic approval, except emergency expenses reasonably necessary to protect property or comply with law.

Kali.J will not deduct the same expense twice. Buyer-paid sales tax and buyer-paid shipping fully recovered from the buyer are not Consignor revenue and are excluded from the split.

8. Auction Schedules and Multiple Auctions

Kali.J may divide a large collection among multiple auctions. Each Auction Schedule may identify the batch or manifest, anticipated auction date/platform, marketing budget, reserve or pricing instructions, approved special expenses, and other batch-specific terms.

An Auction Schedule supplements this Agreement. It controls only for the specifically identified batch and only as to a conflicting batch-specific business term. Material changes to commission percentage, buyer-premium ownership, ownership warranties, or dispute provisions require an express written amendment.

9. Buyer Payment, Nonpayment, Returns, and Chargebacks

Kali.J is not required to pay Consignor before buyer funds have cleared. An unpaid lot is treated as unsold and may be reoffered. If a sale is rescinded, refunded, charged back, reversed, or adjusted for a valid post-sale issue, Kali.J may reduce or withhold the related payout; if already paid, Kali.J may offset future proceeds or require repayment within 15 days after written notice, to the extent permitted by law.

10. Settlement and Payout

A batch becomes "Settlement-Eligible" after the auction closes, buyer funds for included sold lots have cleared, required pickups/shipments are substantially completed, and no known unresolved dispute, refund, chargeback, or compliance hold affects the amount due.

Kali.J will generally issue the available Consignor payout within 15 business days after Settlement Eligibility. Unpaid, disputed, refunded, or held lots may be settled later. ACH/bank transfer is preferred. Cash payout may be offered at Kali.J's discretion where lawful and practical and requires a verifiable receipt. Tax and compliance holds override ordinary timing.

11. Unsold Property, Reoffering, and Term

Unless an Auction Schedule provides a different term, each accepted batch has an initial 90-day consignment period from physical intake, automatically extending through any auction already scheduled and a reasonable post-sale settlement period.

Unsold property may be re-lotted or reoffered during the term. Before materially changing a reserve specifically agreed in writing, Kali.J will obtain Consignor approval. After the applicable term or planned auction sequence, the parties may agree to extend, return, donate, privately sell, or otherwise dispose of unsold property as allowed by law.

Kali.J will not automatically purchase unsold property. Any purchase by Kali.J must be a separate written/electronic offer accepted by Consignor.

12. Withdrawal by Consignor

Consignor may request withdrawal of unsold property, subject to any auction commitment and lawful holding period. If withdrawal occurs after cataloging, photography, paid advertising, authentication, special packing, or another committed service begins, Consignor remains responsible for nonrecoverable costs and any withdrawal/cataloging charge stated in the applicable Auction Schedule. Property cannot be withdrawn after a binding sale except where cancellation is legally or operationally required.

13. Custody, Care, Loss, and Damage

Kali.J will use reasonable care while property is in its custody. Consignor should not deliver property unless the intake receipt identifies the property and any material condition issue or agreed intake value to be documented.

To the maximum extent permitted by law, except for willful misconduct or gross negligence, Kali.J's liability for physical loss or damage will not exceed the agreed intake value recorded for the affected property, or if none was recorded, the amount Consignor reasonably would have received from a commercially reasonable sale less applicable commission and expenses. Kali.J is not liable for latent defects, ordinary deterioration, pre-existing condition, or consequential, sentimental, speculative, or lost-opportunity damages.

Nothing in this Agreement promises a particular insurance policy or coverage limit. Any special insurance requirement must be stated in an Auction Schedule before delivery.

14. Indemnity and Third-Party Claims

Consignor will defend, indemnify, and hold Kali.J and its owners, employees, contractors, and sales platforms harmless from third-party claims, losses, penalties, chargebacks, and reasonable costs arising from Consignor's breach of ownership/authenticity/legal-sale warranties or materially false information, excluding loss caused by Kali.J's willful misconduct or gross negligence.

15. Confidentiality, Data, and Records

Kali.J may use sale photographs, descriptions, provenance, and non-sensitive item information to market the property. Personal identity, tax, and payment information will be handled according to applicable privacy practices and law. Transaction and signed-agreement records may be retained for legal, tax, fraud-prevention, audit, and dispute purposes.

16. Electronic Signatures and Electronic Records

Consignor agrees to transact electronically. A DocuSeal or other Kali.J secure-sign record, together with its audit trail, agreement version, content hash, timestamp, and authenticated access record, constitutes Consignor's electronic signature and an original record to the extent permitted by law.

Kali.J's acceptance is separately recorded through Kali.J's authenticated administrative system. This Agreement does not authorize physical intake until Kali.J records final acceptance for the applicable collection or batch. Electronic Auction Schedules, manifests, approvals, and amendments may be incorporated by reference.

17. Governing Law and Disputes

This Agreement is governed by California law. The parties will first attempt in good faith to resolve disputes through written notice and informal resolution. If litigation is necessary, venue will lie in a court of competent jurisdiction in San Bernardino County, California, except where applicable law permits or requires another forum or small-claims proceeding.

18. Entire Agreement; Order of Documents; Severability

This Agreement, together with accepted Auction Schedules, intake manifests/receipts, and written amendments, is the complete agreement concerning the property. Oral statements do not modify it. If a provision is unenforceable, the remaining provisions remain effective to the extent permitted by law.

CONSENT AND SIGNATURE

By signing electronically, Consignor confirms that Consignor has read this Agreement, had the opportunity to ask questions, understands the 60/40 structure, understands that any buyer's premium is retained by Kali.J, understands that auction advertising and disclosed seller-side expenses can reduce Consignor's payout, and agrees that a large collection may be divided among multiple auction batches.

Consignor legal name	
Electronic signature	
Date signed	
Agreement version	2026-10 v1

Kali.J final acceptance: Recorded separately in the authenticated Kali.J admin system. Final acceptance is required before a drop-off token may be issued or physical custody begins.

EXHIBIT A - AUCTION SCHEDULE DATA FIELDS

FIELD	SCHEDULE VALUE
Schedule / Batch No.	
Master Agreement Version	2026-10 v1
Consignor / Account	
Collection / Manifest Reference	
Approximate Item / Lot Count	
Auction Platform	HiBid unless otherwise stated
Auction ID / Date	

Buyer's Premium	18% to Kali.J unless auction terms state a different rate
House Commission	40% of Hammer Price
Consignor Gross Share	60% of Hammer Price
Advertising / Marketing Budget	Amount approved for this auction batch; typically \$1,000-\$1,500 when promoted, but the actual schedule controls
Special Expense Authorization / Cap	
Payout Method	ACH / bank transfer unless otherwise agreed

Important: The Auction Schedule budget authorizes the stated marketing amount for that batch. Additional material spend above the schedule requires additional written/electronic approval unless necessary for emergency property protection or legal compliance.