

The following constitutes the agreement between ("Agreement"): Tiber Numismatics and Auctions, LLC. a Florida limited liability company and

_____ (" The Seller"):

1. An item or set of items provided by The Seller to Tiber Numismatics and Auctions, LLC. ("Lots") will be offered for public auction by Tiber Numismatics and Auctions, LLC.
2. **A \$5 minimum price** ("Reserve Price and starting price") will be assigned to each lot, unless previously agreed upon by Tiber Numismatics and Auctions, LLC. and The Seller.
3. Lots shall be mailed to: **Tiber Numismatics and Auctions, LLC., PO Box 50457, Jacksonville Beach, Florida 32240**. Please be sure to include The Seller's contact information as well as an itemized list of contents with each box of Lots. If a list is not provided, Tiber Numismatics and Auctions, LLC. will use their discretion on how an item is listed and changes may not be able to be accommodated after an item has been listed on our platform.
4. The Seller guarantees full and clear title to all Lots sent to Tiber Numismatics and Auctions, LLC. for sale. The Seller represents and warrants that all Lots are authentic, and the sale of the Lots is not in violation of any law, rule, or regulation. The Seller agrees to indemnify Tiber Numismatics and Auctions, LLC. and hold it harmless from and against all claims, damages, costs, and expenses (including attorneys' fees) attributable, directly, or indirectly, to the breach by The Seller of any obligation hereunder, the inaccuracy of any representation or warranty made by The Seller herein or in any instrument delivered pursuant hereto or in connection with the transactions contemplated hereby, the exercise by Tiber Numismatics and Auctions, LLC. of the rights granted under this Agreement, or alleged infringement, dilution, or other violation of any intellectual property or other rights of any person relating to the Lots or their advertising and promotion.
5. Tiber Numismatics and Auctions, LLC. will use all reasonable efforts to make all lots available for viewing and bidding 30 days prior to the auction date.
6. All Lots will be available for the auction's duration and will be sold to the high bidder, unless a Reserve Price was not met.
7. All reserve price requirements shall be pre-approved by Tiber Numismatics and Auctions, LLC. prior to Lots being sent.
8. **Tiber Numismatics and Auctions, LLC. shall receive from The Seller a commission deducted from the Seller's proceeds of 10% of the hammer price.** The Hammer Price, less the Seller fee to Tiber Numismatics and Auctions, LLC. ("Proceeds") will be mailed or transferred to the Seller within 14 calendar days of the end of the auction in the form of a company check or bank transfer. However, Tiber Numismatics and Auctions, LLC. shall have no obligation to send Proceeds to The Seller until funds have been received by Tiber Numismatics and Auctions, LLC. from the bidder.

9. In the unlikely event that the winning bidder does not honor payment obligations it is understood that Tiber Numismatics and Auctions, LLC. will either re-auction the Lot in the next possible auction or return the Lot to the Seller as agreed to by Tiber Numismatics and Auctions and The Seller.
10. Lots may not be withdrawn from the auction without the consent of Tiber Numismatics and Auctions, LLC.
11. The Seller is responsible for the cost of any lots returned by the winning bidder. Tiber Numismatics and Auctions, LLC. has the authority to make the decision on when a Lot is eligible for return. Returned items may be re-auctioned or returned to the Seller, at Tiber Numismatics and Auctions, LLC.'s sole discretion.
12. In cases of abandoned items, e.g. Lots that are received without the required information and/or Lots that are returned to Tiber Numismatics and Auctions, LLC. due to incorrect contact information or failure to pay delivery fees after an attempt to send back to The Seller, Tiber Numismatics and Auctions, LLC. will hold the items for no less than and no more than 6 months. During said 6 months, Tiber Numismatics and Auctions, LLC. will make a minimum of 3 attempts to contact the owner of the items via phone and/or email. After 6 months, Tiber Numismatics and Auctions, LLC. will take ownership of or discard the items. Please note, any and all contact attempts will be made using the information The Seller provides Tiber Numismatics and Auctions, LLC. when signing up for a user account, keeping contact information current is highly encouraged.
13. Any disputes, controversies or claims arising out of or relating to this Agreement, the auction of a Lot, or the breach thereof which cannot be settled between The Seller and Tiber Numismatics and Auctions, LLC. shall be decided by a single independent arbitrator. Such a single independent arbitrator shall be jointly chosen by the Seller and Tiber Numismatics and Auctions, LLC. The parties shall name the arbitrator within thirty (30) days after one or the other has given notice to the other requesting arbitration. If the bidder and the Company are unable to agree upon a single independent arbitrator, either party may apply to the Duval County Superior Court for appointment of a single arbitrator pursuant to Florida law.
14. The award made by the single arbitrator shall be final and binding, and judgment may be entered in any court having jurisdiction thereof. The cost of the arbitration procedure shall be borne by the losing party, or, if the decision is not clearly in favor of one party or the other, the costs shall be borne as determined by such arbitration proceeding. At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony, and records shall be received, heard, and maintained by the arbitrator in secrecy, available for inspection only by a party and by their respective attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects,

the arbitrators shall conduct all proceedings pursuant to the Uniform Arbitration Act as adopted and then in force in the State of Florida.

15. THE SELLER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY REGARDING ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS. The Seller agrees to reimburse Tiber Numismatics and Auctions, LLC. for any and all attorneys' fees and costs associated with defending any claim or action pertaining to this Agreement.
16. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any money due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith. Except for any action by Tiber Numismatics and Auctions, LLC. to seek indemnity from The Seller pursuant to Paragraph 3 of this Agreement, the parties agree that any dispute, controversy, or claim arising out of this Agreement must be submitted to an arbitrator within nine (9) months after the occurrence of the event upon which the claim is based.
17. Any notice to any party under this Agreement shall be in writing and shall be effective on the earlier of (i) the date when received by such party, or (ii) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to the address of such party set forth herein, or to such other address as shall have previously been specified in writing by such party to all parties hereto.
18. Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement.
19. This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by the laws of the State of Florida and subject to any provision in this Agreement providing for mandatory arbitration suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in Superior Court, Duval County, Florida, and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court.
20. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement; and the remaining portions of the Agreement shall remain in full force and effect.
21. Each party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

- 22. The Seller represents and warrants to the Company that this Agreement has been duly authorized by all necessary action and that this Agreement constitutes and will constitute a binding obligation of The Seller.
- 23. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified, or rescinded except in writing signed by all parties hereto, and any attempt at oral modifications of this Agreement shall be void and of no effect.
- 24. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.
- 25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns, but in no event shall any party be relieved of its obligations hereunder without the express written consent of each other party.

The Seller _____ Date _____

Representative for Tiber Numismatics and Auctions _____ Date _____