



SERVICE AGREEMENT AND INVENTORY LIEN

This Service Agreement and Inventory Lien (this "Agreement"), is by and between the undersigned **Customer** (by its authorized agent, below) and **GreenCongo LLC** ("GreenCongo"), and is effective as of the date that this Agreement is accepted and executed by an officer of GreenCongo ("Effective Date"). **WHEREAS**, the Customer and GreenCongo (the "Parties") wish to enter into an agreement under which GreenCongo will provide certain membership and related services to the Client; **WHEREAS**, the Parties desire to secure the payment of Customer debts by executing this Agreement, whereby the Customer shall grant GreenCongo a lien interest in and to all of the inventory deposited into the GreenCongo Trading Network, to be held as collateral; **NOW THEREFORE**, In consideration of the mutual covenants contained in this Agreement and other valuable and good consideration, the Parties do agree to all of the terms and conditions set forth herein, as follows:

1. SERVICES. The services GreenCongo will provide to the Customer (the "Member") are: Membership to the GreenCongo.com Trading Network, where Members will be able to: (a) Deposit excess inventory into the Trading Network, where published on GreenCongo.com for other Members to Buy or Sell – Freeing up working capital and generate sales volume and bottom line results; (b) Withdraw new inventory at below-market cost – Merchandise is delivered on a Sale-or-Return Consignment Basis; and (c) Access to our on-line community of jewelers and manufacturers. A comprehensive system of asset protection, which includes collectivization of inventories, integration of multiple layers of insurance, centralized control of all transportation, and contractual guarantees of product liability protect.

2. TERM AND TERMINATION. The term of this Membership is for one year and shall commence upon the Effective Date. At the end of the initial term for the Membership, the term shall renew for successive one year renewal terms until terminated pursuant to this Agreement. Either party may prevent renewal of this Agreement by providing at least 30 days written notice to the other party prior to the end of the initial term or a renewal term.

3. BILLING AND PAYMENT. Billing for the Services and Fees commences upon Acceptance. GreenCongo shall bill the Customer, and the Customer shall pay in accordance with the following: (a) annual membership fee of \$350.00 per member organization (the "**Membership Fee**") shall be due within 30 days of the Effective Date, and the same date thereafter for successive one year renewal terms; (b) Inventory set-up fees for new Customers will total 5.50% in their first year, based on the cumulative Sale Price of the merchandise deposited into the network. This fee will be invoiced three times annually in increments of 2%, 1.75% and 1.75%. Subsequent Account Administration fees, for each successive one year renewal term, will total 5.25%, charged in increments of 1.75%, 1.75% and 1.75% (collectively referred to as the "**Account Administration and Inventory Set-Up Fee**") This fee covers the cost of photography, cleaning, tagging, etc; (c) A fee of 8% is charged to the owner of the item sold through the network (the "**Seller's Commission Fee**"); (d) A fee of 12% is charged to the consignee when an item withdrawn from the network is sold by the consignee (the "**Buyer's Premium Fee**"); (e) A fee of \$30 to cover shipping and handling costs (the "**Shipping And Handling Fee**"). This fee shall include insurance of up to \$25,000 per package. Except where provided for above, all fees shall be billed at the end of the month in which the fee is incurred. Customer shall pay GreenCongo all invoices within 30 days after the invoice date. Such fees shall be paid in the form of a check made payable to "GreenCongo LLC" or by such other manner as is acceptable to GreenCongo. Should Customer elect to dispute an invoice, it must do so by written notice to GreenCongo within 90 days after the invoice date. Such notice of dispute may be sent to: GreenCongo LLC, 608 Fifth Avenue, Suite 609, New York, NY 10020.

Upon the event that the Member's payment of a **Buyer's Premium Fee** becomes fifteen (15) days past due: (a) all Debts owed by the Member to GreenCongo become immediately due and payable in a single lump sum; (b) the Member will be neither allowed to withdraw new inventory nor their inventory from the Trading Network system; and (c) until all Debts owed by the Member to GreenCongo are paid in full.

Upon the event that payment of any all Debts or Invoices owed by the Member to GreenCongo become sixty (60) days past due, pursuant to the rights created in Section 2, below, with respect to the Lien Interest in the Collateral and for the purpose of satisfying the Member's outstanding Debts, GreenCongo may sell or otherwise dispose of any or all of the Member's inventory and apply the proceeds toward payment of the Debt: (a) proceeds in excess of the amount of the Debt will be credited to the Member's Account and any of Member's remaining inventory will be returned to the Member; and (b) the Member remains obligated and agrees to pay any amount of Debt that remains after the application of the Proceeds. And, the Parties mutually agree, that time is of the essence on all undertakings.

4. GRANT OF INVENTORY LIEN. In consideration of any Debts, now or hereafter existing, owed by the Customer to GreenCongo, and as collateral for the purpose of securing the full and timely payment of such Debts; the Customer hereby grants GreenCongo a continuing, first priority Lien Interest in all of the Customer's inventory deposited into the Trading Network system (the "Collateral"), and for the benefit of GreenCongo.

This Agreement shall apply to all Debts, now or hereafter existing, owed by the Member to GreenCongo, regardless of how the Debt accrues or is evidenced and without the necessity of referring to this Agreement.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS. The Member represents, warrants and agrees with GreenCongo, and which shall survive execution and delivery of this Agreement, as follows: (a) The Member has full right, power and authority to execute and deliver this Agreement and to grant the Lien Interest in the Collateral as provided herein. (b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or company action. (c) This Agreement has been duly executed and delivered by the Member and constitutes the legal, valid and binding obligation of the Member; enforceable against the Member in accordance with its terms. (d) The grant of the Lien Interest in the Collateral existing on the date hereof constitutes, and, as to subsequently acquired Collateral, will constitute, a valid and perfected continuing first priority Lien Interest, superior to the rights of any other person, in and to the Collateral. The rights, powers and remedies of GreenCongo herein provided are cumulative and not exclusive of any rights, powers or remedies which GreenCongo would otherwise have.

FOR INTERNAL USE ONLY

IN WITNESS WHEREOF, the Parties hereto have duly executed this GreenCongo.com Membership Agreement as of the ____ day of _____, 20__ ("Effective Date").

CUSTOMER NAME: _____
Signature: _____
Name: _____
Title: _____

GreenCongo LLC
Signature: _____
Name: _____
Title: _____