

## **linked2pay Sandbox User Agreement**

This Sandbox User Agreement ("Agreement") is a contract between you and transmodus Corporation and applies to your use of the linked2pay Developer Sandbox (<http://sandbox.linked2pay.com/l2p/static/index.html>)

As part of your registration, access and use of the linked2pay Developer Sandbox you acknowledge that you have read, understood and agree to all terms of this Agreement. If you do not agree to these terms and conditions, then you must immediately cease any use of the linked2pay Developer Sandbox.

We may amend this Agreement at any time by posting a revised version on our website. Any revised versions will be effective at the time of posting. The posting of any change that we deem as substantial will be accompanied by a prior notice sent to the email you provided during your registration. The notice will be sent 30 days prior to the posting of any substantial change.

In this Agreement, "you" or "your" means any person or entity using the Service. Unless otherwise stated, "linked2pay," "transmodus," "we" or "our" refer collectively to transmodus Corporation.

### **The Sandbox Service**

Service Level of Test Environment. When using the linked2pay Developer Sandbox as a test environment it is required that you only use anonymous, non-live data. Any accounts entered or transactions made on the linked2pay Developers Sandbox are simulations only and no real fund will transact. We make no promises or claims related to the availability or uptime of the linked2pay Developer Sandbox.

"AS IS" with No Warranty. The linked2pay Developer Sandbox is provided "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY.

Indemnification. In the event of claim, suit or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party relating to your use of the linked2pay Developer Sandbox you agree to indemnify and hold linked2pay Corporation, including officers, directors and employees harmless.

Limitation of Liability. IN NO EVENT WILL WE BE LIABLE FOR LOST PROFITS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE. OUR LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED \$500.00.

### **NON-DISCLOSURE AGREEMENT**

Effective upon registration this Agreement is made between you and between Transmodus Corporation.

1. Definition of Confidential Information. "Confidential Information" of the Company or Other Party (in this context, each shall be referred to as the "Discloser") shall mean any and all technical and non-technical confidential or proprietary information of the Discloser, including but not limited to any of the following: a process, formula, pattern, compilation, device, method, program, source code, object code, software programs, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, documents, compilation and formulae, procedure, developmental or experimental work, work in progress, manufacturing or marketing technique, other technique, product specifications, business methods, trade secrets, customer lists, customer price quotations, research, design details and specifications, engineering, procurement, purchasing or manufacturing information, requirements or forecasts, plans, information related to use or access to Discloser's Internet website, financial information, or any other secret or confidential data or other matter relating to the current, future or proposed products and services, customers, sales or business affairs of Discloser or Discloser's customers, consultants, programmers, developers, or vendors or information received by Discloser from third parties under confidential conditions or requirements related to the of each of the parties and their alliance partners, principals, agents or clients. Such information will be considered Confidential Information under this Agreement only if such information is conspicuously designated as "Confidential", or if provided orally, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure. Other Party will not access, copy, or download any source code associated with Company or its applications.

2. Nondisclosure and Nonuse Obligation. Each Recipient agrees that it will hold in confidence and not make use of, disseminate, or in any way disclose any Confidential Information of Discloser to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of the Discloser, and any other purpose Discloser may hereafter authorize in a writing delivered to Recipient. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be disclosed to any third party nor released to any form of public media without written approval of both parties. Each Recipient agrees that it shall treat all Confidential Information of the Discloser with the same degree of care as it accords to its own Confidential Information, and represents that it exercises reasonable care to protect its own Confidential Information. Each Recipient agrees that it shall disclose Confidential Information of the Discloser only to those of its employees and agents who need to know such information to carry out such employee's or agent's duties in accordance with this Agreement and certifies that such employees and agents have previously agreed, either as a condition to employment or consultancy or in order to obtain the Confidential Information, to be bound by terms and conditions substantially and materially similar to those of this Agreement. Recipient will immediately give notice to Discloser of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Discloser in remedying any such unauthorized use or disclosure of the Confidential Information. Recipient shall not make any tangible copy or reproduction of any of the Confidential Information of Discloser or create any notes or other tangible writing or record based upon or derived from any Confidential Information of Discloser without the prior written consent of Discloser.

3. Exclusions from and Termination of Nondisclosure and Nonuse Obligations. Recipient's obligations to hold the Disclosing Party's Confidential Information in confidence and to refrain

from disclosing or using the Confidential Information shall terminate when the Recipient can document that: (i) the Confidential Information is then in the public domain through no fault or action of Recipient; (ii) the Confidential Information was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser; (iii) the Confidential Information was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser (current examples shall be attached as an addendum to this Agreement); (iv) the Confidential Information was knowingly communicated by the Discloser to an unaffiliated third party free of any obligation of confidence; (v) the Confidential Information is required to be disclosed pursuant to a valid order by a court or other governmental body (provided, however, Recipient shall, to the extent reasonably possible, do the following: (A) notify the court or other tribunal that the information required to be disclosed is or may be Confidential Information covered by this Agreement and request the court or other tribunal to hold the information required to be disclosed in confidence pending appropriate proceedings affording Discloser an opportunity at its expense to seek a protective or other appropriate order, and (B) notify Discloser that Confidential Information is or may be required to be disclosed pursuant to such process or action); or (vi) Recipient in good faith believes the Recipient is required by law to disclose the Confidential Information; provided, however, Recipient shall first notify Discloser of such good faith belief and shall not make any such disclosure if Discloser provides Recipient with an opinion of independent counsel for Discloser that disclosure is not required by law (provided, however, Recipient nonetheless shall not be liable under this Agreement for disclosing Confidential Information the Recipient in good faith believes the Recipient is required by law to disclose, in reasonable reliance at the time of disclosure upon an opinion of independent counsel for Recipient issued after review by such counsel of any opinion to the contrary provided by Discloser to Recipient as described above, unless any further opinion of such independent counsel for the Recipient disclosure cannot be delayed pending such review without causing or increasing materially the possible liability of Recipient for failure to Discloser by way of derivative suit or otherwise).

4. Ownership of Confidential Information and Other Materials. All Confidential Information of Discloser, and any Derivatives thereof whether created by Discloser or Recipient, remain the property of Discloser and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. All materials (including without limitation, documents, drawings, models, apparatus, sketches, designs and lists) which Recipient shall use or come into contact with at Discloser's premises shall be and remain the sole property of Discloser and shall not be removed from Discloser's premises without Discloser's prior written consent. All materials (including without limitation, documents, drawings, models, apparatus, sketches, designs and lists) Discloser uses as Recipient's premises or furnishes to Recipient, and which are designated in writing to be the property of Discloser, shall be and remain the sole property of Discloser and shall be returned to it promptly at its request, together with any copies thereof. Recipient shall immediately return Discloser's Confidential Information and materials upon notice from

Discloser upon the termination of any discussions, consultancy or other business transaction between the parties, including but not limited to pilot studies or requirements analyses, without retaining any duplicates (any shall delete from any hard drive or other electronic storage or media whatsoever owned or used by Recipient, or its agents or consultants all copies of Discloser's Confidential Information.)

5. Term. This Agreement shall govern all communications between the parties that are made from and after the Effective Date of this Agreement. Recipient's obligations to hold the Disclosing Party's Confidential Information in confidence and to refrain from disclosing or using the Confidential Information shall continue in perpetuity until terminated pursuant to Paragraph 3 above.

6. Remedies. Each Recipient acknowledges that money damages would not be a sufficient remedy for any breach by such party of his/her obligations with respect to Confidential Information and that Discloser shall be entitled to an injunction (without the necessity of posting a bond or proving any damages) restraining Recipient from disclosing the Confidential Information, in whole or in part, or from rendering any services to any person, firm, corporation or other organization to which the Confidential Information, in whole or in part, has been disclosed, or is threatened to be disclosed. This remedy shall not be construed as prohibiting Discloser from pursuing any other remedies available to it as the result of such breach or threatened breach, including the recovery of damages from Recipient.

7. Notices. All notices required or permitted to be given hereunder shall be deemed to be properly given and effective as follows: if in writing that is delivered personally, upon delivery; if delivered via facsimile, upon sending if the sender receives a verification of receipt generated by the sending facsimile machine; or if sent via registered or certified mail with postage thereon fully prepaid, three (3) business days after such mailing, addressed to Company or Other Party, as the case may be, at the addresses set forth in this Agreement, or at such other addresses as a party may specify in writing.

8. Miscellaneous. This Agreement shall be governed in all respects by the laws of the United States of America and by the internal laws of the State of California. Any disputes between the parties in any way related to the terms of this Agreement will be resolved by an Arbitrator assigned by the American Arbitration Association in either Ventura County, California or the Southern District Federal Court of California. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement contains the entire Agreement between the parties relating to the subject matter hereof. Any provision contained herein prohibited by law or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provisions of this Agreement or the enforceability of such provision in any other jurisdiction. This Agreement only may be modified by a writing signed by both parties. The headings are used for convenience of reference only and are not part of the Agreement. The failure of either party to this Agreement to object to, or to take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach or wrongful conduct. All waivers must be in writing,

and no single waiver will constitute any further waiver with respect to any term of this Agreement.

Your registration, access and use of the linked2pay Developer Sandbox you acknowledge that you have read, understood and agree to all terms of this Agreement.