



This Agreement is made on this day, [DATE] between TransGuardian, Inc., located at 2275 Huntington Drive, Suite 845, San Marino, CA 91108, USA, (866)775-4422 and its Client (hereinafter called "Member") in this contract, [CLIENT NAME AND ADDRESS]. In consideration of the mutual promises and benefits exchanged herein, the parties hereby enter into this contract and agree on the following terms:

1. MEMBERSHIP: TransGuardian, Inc. services are available for TransGuardian Members only. The Client can gain Membership by providing additional information about the Client for TransGuardian's records and analysis and by payment of the monthly or annual membership fee, if any.
1. SERVICES: TransGuardian, Inc. shall make available the services or products selected by the Client from among the services offered by TransGuardian, Inc. to the Client, by providing the Client with access to TransGuardian, Inc.'s computer system(s) and services, and/or customer service and direct assistance by phone or facsimile. Some of TransGuardian's services may require additional, specific agreements between the parties.
2. FREEDOM TO CHOOSE: The Client shall be free to decide whether or not to use or purchase TransGuardian, Inc.'s services or products and the Client has no obligation under this umbrella Agreement to actually use or purchase TransGuardian, Inc.'s services.
3. CONFIDENTIALITY: TransGuardian, Inc. shall keep all information provided by the Client confidential and shall not share such information with any current or potential competitor of the Client, and furthermore TransGuardian, Inc. shall not release such information to any third party except as needed to fulfill the services selected by the Client (such as arranging loss coverage for the Client, tracking shipments, proving to government agencies that the Client fulfilled its responsibilities under the Patriot Act, etc.). Client agrees and understands that TransGuardian, Inc. may use subcontractors and vendors to implement or deliver services or products on the Client's behalf, and consents to TransGuardian, Inc. sharing necessary information with them for that purpose. However, TransGuardian, Inc. shall share such information only under the protection of contracts requiring that all information be kept confidential and not to be disclosed to any current or potential competitor. Client agrees and understands that TransGuardian may from time to time send to the Client's e-mail or mailing address information and updates regarding TransGuardian products and services or regarding industry regulations, laws, or conditions. Client may opt out of receiving such communications at any time.
4. NEUTRALITY: TransGuardian, Inc. shall remain as a neutral service provider and support service and shall not be directly involved in trading in the products that the Client trades in and shall not directly compete with the Client during the business relationship between the parties and not for two years after this contract ends. However, this restriction is limited to the trade in gems, jewelry, rare metals, or related machinery or equipment, and numismatics, unless the Client specifically advises TransGuardian, Inc. of other specific products that the Client is trading in and TransGuardian, Inc. agrees in writing that TransGuardian, Inc. will not compete in such other line of products or services.



5. **LIABILITY:** TransGuardian, Inc. cannot and does not warrant that the Client will not suffer losses in business or liability from business transactions in spite of the use of the services and products provided by TransGuardian, Inc. TransGuardian's services and products are intended to reduce, but cannot entirely eliminate, risks associated with the Client's business. TransGuardian shall not be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits, loss of merchandise, or business interruption, whether in an action in contract, tort (including but not limited to negligence), or otherwise, arising out of or in any way connected with the use of the its services. In no event shall the aggregate liability of TransGuardian, Inc. (whether in contract, warranty, tort (including negligence whether active, passive or imputed), product liability, strict liability or other theory) arising out of any transaction exceed the compensation Client has paid to TransGuardian, Inc.
6. **PAYMENT:** Client agrees to pay TransGuardian, Inc. for those services or products that the Client actually uses and/or purchases at the price(s) which are in effect at the time of Client's use or purchase of them. TransGuardian, Inc. will inform Client through its website (or if ordering by phone or mail through those other communications) of the current price in effect for the services or products which are selected by the Client before the Client purchases or uses them. By then proceeding to purchase or use such services or products after such notice, the Client agrees and consents to pay the list price identified. Client agrees to pay for services and products used or purchased even if a credit card company or processor refuses to pay TransGuardian, Inc. on the Client's account or "charges back" the fees or funds so as to deduct them from TransGuardian, Inc.'s account as a refund to the Client.
7. **ADVANCE PURCHASES:** TransGuardian, Inc. provides Client the ability to purchase services in advance. Whenever this contract ends, if there are any services purchased in advance that have not been used, or on demand, TransGuardian, Inc. shall refund the unused portion back to the Client.
8. **ADDITIONAL CONTRACTS:** Some of TransGuardian, Inc.'s various services or products may require Client to enter into an additional contract concerning the purchase or use of those individual services or products. By actually using those individual services or products, the Client will at that time be agreeing to abide by the published terms and conditions under such additional contract for each individual service or product that requires such terms and conditions, which shall be prominently displayed on TransGuardian's website at the point at which the service or product is available to be purchased by Clients.
9. **NON-COMPETE:** The Client herewith agrees neither to copy nor to reverse engineer the services, websites, computer systems, or business methods of TransGuardian, Inc. and shall not compete with TransGuardian, Inc.'s services or products
10. **PERMISSIBLE ACCESS:** Client agrees not to provide access for any other party to use TransGuardian, Inc.'s services without such other party signing up as a Member with TransGuardian, Inc. With regard to some services, the identity of the requesting client may be



important to the legality of the services, such as permissible purpose for conducting a credit analysis.

11. **PERMISSIBLE PURPOSE:** The Client understands and agrees that for some of TransGuardian's services evaluating a potential trading partner, the Client is required by law to have a bona fide reason for obtaining information or an analysis of a potential party, such as considering a genuine business transaction. Client agrees not to use services without a bona fide purpose and agrees to hold TransGuardian, Inc. harmless for any mis-use of inquiries, information, or analyses. The Client may inquire and obtain clarification if a contemplated use is believed to be lawful by TransGuardian, Inc. The Client understands that if the Client shares information about a trading partner with a third party not involved in the Client's business transaction, such third party might not have a lawful reason for having the information. Furthermore, any information provided by TransGuardian, Inc. about the Client's current or potential trading partners shall remain the property and/or intellectual property of TransGuardian, Inc. and the Client shall not share such information with any party except the individual trading partner at issue or others directly involved in the transaction.
12. **TERMINATION:** The parties may cancel this contract at any time. TransGuardian, Inc. may cancel this contract at any time if the Client fails to pay for services or products and is overdue on such payments, or if TransGuardian, Inc. finds itself no longer able to provide services to the Client for any other reason.
13. This agreement shall be governed by the laws of California. Modifications or additional agreements must be in writing and signed by both parties, whether electronically or physically.

AGREED AND ENTERED INTO BY THE PARTIES:  
James Moseley, for TransGuardian, Inc.

Client, BY [CLIENT NAME]