

**JAMES SPENCE AUTHENTICATION, LLC & CIRCUIT ATLANTIC, LTD.
(DBA "CIRCUIT ATLANTIC CONSULTING") CONTRACT FOR WEBSITE
DEVELOPMENT AND SOFTWARE ENGINEERING**

This Website Design and Web Application Development Agreement is made this 20th day of January 2016, between **James Spence Authentication, LLC ("JSA")**, having its principal place of business at 2 Sylvan Way, Parsippany, New Jersey, and **Circuit Atlantic Ltd. d/b/a "Circuit Atlantic Consulting" (hereinafter "Circuit Atlantic")** having its principal place of business at 13 Hughes Avenue, Alagomeji, Yaba, Lagos, Nigeria.

A) Compensation and Terms

JSA hereby retains Circuit Atlantic and Circuit Atlantic hereby agrees to design and develop a fully-functioning website and Autograph Authentication Software (hereinafter "The Software"), which shall replace the manual authentication process presently in use at JSA, and digitize all present input and output functions of JSA's manual authentication process. The Software will also automate the process of inputting Certificate of Authenticity ("Basic Cert") information into a searchable "Verify Authenticity" Database. Additionally, The Software will digitize the process of filling out the JSA Submission Form, creating full Letters of Authenticity, Letters of Opinion, and any variations on same that are presently created through JSA's manual processes.

More specifically, Circuit Atlantic agrees to design and develop a fully-functioning website and The Software for JSA based on the following specifications:

1. Finish Design and Development of the front-end / public portion of spenceloa.com by connecting it with the back-end development, and populating it with content provided by JSA. Development to include:
 - All current information and services on existing site
 - New submission/shopping cart abilities as outlined above
 - New Encapsulation & Grading pages (informational pages, population report, serial number lookup, customer order history, electronic submission form on website that accesses COMC database, landing pages for every card encapsulated/graded based on either scanning a QR code on the item label or entering the serial number manually on the website, etc.)
 - Ability for JSA to edit and make changes to appropriate pages with dynamic content (Events/Appearances, Our Experts, Authorized Dealers, etc.)
 - Additional specifications to be determined through more discovery phases

JSA will provide the following to Circuit Atlantic:

- All videos, images, graphics, and logos to be used on spenceloa.com
- All text to be used on spenceloa.com.
- Detailed description of navigational systems and themes to be used throughout the design if different from those presently found on the website partially designed and developed by a previous contractor

2. Build a web application for making itemized and bulk authentication orders. Customers will be able to use the application independently to:

- Register
- Enter details of items to be authenticated
- Specify services requested, including: Basic Cert (also includes Signature Debut and Witness Protection Certificate), LOA (multiple templates), and Encapsulation Grading (with five options)
- Specify where sticker or certification label should be placed (either on item or letter)
- Select shipping method
- Accept terms of service
- View order summary
- Receive confirmation of their order
- Additional specifications to be determined through more discovery phases

3. Build a web application for creating signers and signer groups. Staff of JSA will be able to use the application to:

- Create a new signer or group record in the JSA signer database with multiple fields
- Edit existing records of signers and groups
- Apply “Hall of Fame” and “Notability” status to signers
- Assign cost of authentication to each signer
- Additional specifications to be determined through more discovery phases

4. Build a web application for processing authentication orders. Staff of JSA will be able to use the application to:
 - View all authentication orders
 - Update items listed in an order as received when the items arrive at JSA
 - Select items in an order for processing
 - Update applicable selection of attributes for each item being authenticated
 - Assign each authentication item to listed authenticators
 - Authenticate each item by anonymously entering a numerical authenticity value
 - Automatically measuring the authenticity of items by using the average of the authenticity value from all participating authenticators for each item
 - Distributing authenticated orders/items between sections (Approved as LOA/BC/Encapsulated/etc., Arbitrate, LOO, N4, Inconclusive, Return, etc.) based on the threshold they fall under within the range of authentication scores
 - Controlled view of authenticator scores
 - Search for and filter items or orders in the system based on a range of expandable parameters
 - Searchable detailed accounting and analytics reports
 - Ability to view what orders are in the pipeline at each stage
 - For encapsulation/grading, a report on the total number of cards identified by COMC, searchable by date range, etc. to verify total amount owed to them each month
 - For more specific details regarding encapsulation/grading software, please refer to “Software Requirements for Encapsulation and Grading” document
 - Additional specifications to be determined through more discovery phases
 - Interface between JSA software and COMC database, including the integration of the hardware/software component COMC will build for JSA
5. Build a web application for managing users. Staff of JSA will be able to use the application to:
 - Assign permissions to users (contractors, ordinary admin, processors, authenticators and superusers)
 - Assign weight to authenticators

- Track performance of authenticators based on their consistency with the dominant opinion over time.
- Additional specifications to be determined through more discovery phases

6. Other modules to be built:

- A page to view and manage payments
- A page to search, view and export intelligence information for data points to be determined (per accounting and reporting needs)
- A connection to print labels automatically
- An integration to two postal services

The scope and cost of this project will be limited to the numbered specifications detailed above. The scope of this project cannot be increased beyond the numerical items listed above without a written addendum signed by both parties and/or a separate contract as agreed upon by both parties. However, the discovery performed by Circuit Atlantic in the development of this project will be extensive and testing phases will be performed prior to completion. Accordingly, the finished product should function as JSA expects. Requests for revisions to enhance functionality and/or ease of use of the finished product based on the above specifications are within the discretion of JSA, and shall not require any signed written addenda and/or additional cost.

- Time Detail:

1. Circuit Atlantic will begin development of this project upon the completion of this contract, and having received a down payment of 40% of the total project cost, as well as the necessary content to begin the website development.
2. JSA will respond to all requests for information and/or content made by Circuit Atlantic in a timely fashion.
3. If all requested information is received in a timely fashion, Circuit Atlantic will deliver to JSA a website and The Software by February 29, 2016 subject to extensions of time based on revisions requested by JSA.
4. Circuit Atlantic will not be held responsible for production delays resulting from hosting company problems, unavoidable technical problems, and/or client delays.

- The following payment schedule shall apply:

1. Total Project Cost: **\$56,275.00**
2. **40%** payment (**\$22,510.00**) due at the signing of this agreement.
3. **30%** payment (**\$16,283.00**) after Circuit Atlantic has delivered a designed and testable version of the automated Basic Cert functions.
4. **30%** payment (**\$16,283.00**) due after project completion

B) Confidentiality

This Agreement creates a confidential relationship between JSA and Circuit Atlantic. Information concerning JSA and/or Circuit Atlantic's business affairs, vendors, finances, properties, methods of operation, computer programs, employees, documentation, and other such information whether written, oral, or otherwise, is confidential in nature. This includes, but is not limited to, JSA proprietary information including details about its authentication process, Encapsulation Project, the Exemplar File, and all JSA information and/or business. JSA and Circuit Atlantic, as well as the employees of both companies, will adhere fully to this confidentiality agreement.

C) Governing law

This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of the State of New Jersey.

D) Entire agreement

This agreement represents the full understanding between the parties and there is no other agreement, oral or written, between them. This agreement may not be modified without a written addendum signed by both parties and/or a separate agreement in writing signed by both parties.

E) Points of Contact

Circuit Atlantic's single point of contact will be Anaele (Adis) Diala Iroh. Given the nature of this project, JSA will need to have a number of individuals involved in the ongoing communications; however, James J. Spence, Jr. will be the primary point of contact at JSA. Mr. Spence may appoint someone else as the primary point of contact if he so chooses, and may do so in writing to Anaele Diala Iroh. Regardless of Mr. Spence's appointment of someone else as JSA's point of contact, he is to be copied on all correspondence concerning the project.

F) Non-Competition and Non-Solicitation of Competition

Both JSA and Circuit Atlantic agree to non-competition regarding their respective customers. Neither company will attempt to take any customers from the other company for any reason whatsoever. Any client information will be kept confidential between the companies and will be used for the sole purpose of performing the contractual services as herein defined in this document.

Additionally, Circuit Atlantic agrees that the software to be developed for JSA will be the sole property of JSA. Circuit Atlantic further agrees that it will not develop the same or similar software for any of JSA's competitors now or in the future.

G) Source Files and Copyrights

JSA will retain all source files including their copyrights.

H) Contract Disputes and Agreement to Arbitrate

As a first course of action, JSA and Circuit Atlantic agree to address any contract disputes by discussing the issues amongst themselves.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator, unless the claim amount exceeds **\$25,000**, in which case the dispute shall be heard by a panel of three arbitrators. The arbitrator(s) shall have expertise in the area of commercial/ B2B disputes. The arbitration shall be governed by the laws of the **State of New Jersey**. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award.

ACCEPTED AND AGREED:

BY:

James J. Spence, Jr. (signature)
President / Owner, *James Spence Authentication, LLC*

(Print Name)

Date: _____

BY:

Anaele Diala Iroh (signature)
President / Founder, *Circuit Atlantic Ltd.*
(d/b/a "Circuit Atlantic Consulting")

(Print Name)

Date: _____