

Exhibit A



The Police & Sheriffs Press, Inc.

PO Box 1489 • Lyons, GA 30436
912-537-0780 • Fax 912-537-4894



PASP SERVICE BUREAU CONTRACT

PASP ID Cards

Price/ Card

Service Bureau Issuance-Resident ID Cards

\$ 15.00 per Card

Shipping & Handling

Variable Freight according to amount of
cards submitted.

GENERAL TERMS:

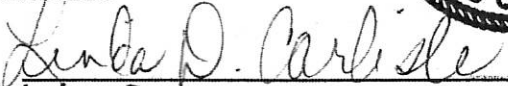
1. PASP ID™ Blank Hologram® High Secure card stock is made of the highest quality materials, will last for at least **Three years** with normal wear and tear.(determined by PASP QC)
2. West Orange, NJ will transmit the data for ID card printing to PASP. After successful submission, the data will be erased and will not be stored by West Orange, NJ.
3. Data received through PASP client software will be deleted after cards are printed and shipped.
4. Net 30 terms will apply to West Orange, NJ Resident ID cards for payment of invoices.
5. Monthly report/invoice will be generated by PASP and sent to West Orange for payment of ID cards issued.
6. West Orange Resident Id cards will be priced at \$ 15.00 per card and S&H.
7. All Card designs will be created and supported by PASP Graphics design team.
8. Any reprints issued by West Orange, NJ will be printed at a cost of \$ 15.00 per card.
9. West Orange will ensure data sent is accurate and complete.
10. PASP will not edit the data unless approved by West Orange, NJ officials.
11. This contract is subject to the Confidentiality and Non-Disclosure Agreement between West Orange and PASP ID.

PASP CLIENT SOFTWARE TERMS:

1. PASP Client software comes with pre-loaded security scripts adaptable to any network as designated by the Townships IT Administrator.
2. PASP Software is encrypted will SSL encryption. (SSL Encryption is based on security standards set by West Orange's IT Dept.
3. The software can be compartmentalized to individual users.
4. The software tracks and annotates each user's modifications and submittal's.

The foregoing terms and conditions are agreed to and stipulated by:

WITNESS

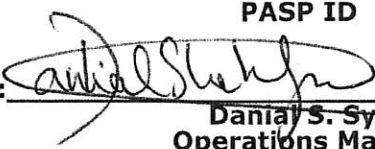

Dated: 05-16-2017

WITNESS:

Dated:

PASP ID

By:


Daniel S. Syed
Operations Manager

TOWNSHIP OF WEST ORANGE

By:

Robert D. Parisi, Mayor

"Protecting the most valuable I.D. in the world....Yours!"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BETWEEN

The Police & Sheriffs Press, Inc
("PASP ID")
204 E Third St
Vidalia GA 30474

AND

The Township of West Orange
66 Main St. West Orange, NJ 07052

THIS **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (this "Agreement") is made and entered into as of 16th of May between The Township of West Orange and PASP ID ("Recipient").

WITNESSETH:

WHEREAS, the parties hereto desire to have discussions related to, and may enter into, one or more business transactions (the "Subject Matter");

WHEREAS, it is contemplated that such discussions and any business transactions entered into in connection therewith will require the disclosure by The Township of West Orange to Recipient of Confidential Information (as hereinafter defined);

WHEREAS, both parties recognize the value of the Confidential Information and that it is in their mutual best interests to maintain the confidential, proprietary and secret nature of the Confidential Information.

NOW, THEREFORE, for and in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **CONFIDENTIAL INFORMATION.** Confidential Information shall include, but not be limited to documents, records, information and data (whether verbal, electronic or written), designs, technical procedures, manufacturing processes, analyses, and other business information, relating to The Township of West Orange business, assets, operations or contracts, furnished to Recipient and/or Recipient's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all analyses, compilations, work product, studies and other data or material prepared by or in the possession or control of the Recipient, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information. Confidential Information may be provided in written, oral, electronic or other form. Recipient acknowledges that no representation or warranty, express or implied, has been or is made by or on behalf of The Township Of West Orange as to the accuracy or completeness of any of the Confidential information furnished to the Recipient.

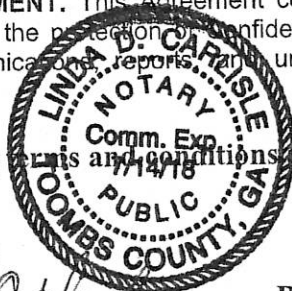
2. **FORM OF DISCLOSURE.** Confidential Information may be oral, visual, or by demonstration, or in some other form not permanently recorded, and shall be considered Confidential Information regardless of whether such Confidential Information has been expressly designated as confidential or proprietary.
3. **PERIOD OF CONFIDENTIALITY AND NON-USE.** Recipient (including its affiliates, employees, agents and consultants) shall maintain in strict confidence from the Effective Date and not disclose any Confidential Information it receives from The Township Of West Orange to any third party or use the Confidential Information for its own or any other party's benefit, except in furtherance of its obligations to The Township Of West Orange pursuant to any business transaction it may enter into with The Township Of West Orange. Recipient shall use, as a minimum the same degree of care to avoid disclosure or use of the Confidential Information as it employs with respect to its own confidential, proprietary and secret information of like importance, but in any case using no less than a reasonable degree of care. Recipient shall limit access to all Confidential Information to only those of Recipient's personnel, agents and representatives who need to know such information for carrying out Recipient's obligations to The Township Of West Orange pursuant to any business transaction it may enter into with The Township Of West Orange and the Confidential Information will be used only for carrying out Recipient's obligations to The Township Of West Orange pursuant to any business transaction it may enter into with The Township Of West Orange. Recipient shall insure that its affiliates, employees, officers, directors, owners, agents, consultants, and representatives who are given access to the Confidential Information by or on behalf of Recipient shall be bound by and shall comply with the terms of this Agreement.
4. **EXCLUSIONS.** Information shall not be deemed Confidential Information, and Recipient shall have no obligation of confidentiality or restriction against use with respect to any information which:
 - 4.1. was known, in the possession of and documented by Recipient through no wrongful act of Recipient prior to The Township Of West Orange disclosure of such information to Recipient;
 - 4.2. ^{or} is or becomes publicly known through no wrongful act of Recipient and/or through no breach of any obligation to The Township Of West Orange; or
 - 4.3. is rightfully received from a third party who is not subject to restrictions on the use and disclosure of such information in favor of The Township Of West Orange; or
 - 4.4. is approved for release by written authorization from The Township Of West Orange.
5. **DISCLOSURES REQUIRED BY LAW.** In the event Recipient is requested or required by a government or court order, or similar process, to disclose any Confidential Information supplied to it by The Township Of West Orange, Recipient shall provide The Township Of West Orange with prompt notice of such request so that The Township Of West Orange may seek an appropriate protective order and/or waive Recipient's compliance with the provisions of this Agreement.
6. **NO PUBLIC COMMENT.** Recipient shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any Confidential Information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of The Township Of West Orange.

8. **NOTICE OF UNAUTHORIZED USE OR DISCLOSURE.** Recipient shall notify The Township Of West Orange immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient or any third party, and will cooperate with The Township Of West Orange in every reasonable way to help The Township Of West Orange regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
9. **OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION.** All Confidential Information disclosed to Recipient shall be and remain the property of The Township Of West Orange. Upon The Township Of West Orange's written request, Recipient shall promptly return all Confidential Information (including all originals, copies, reproductions and summaries of such Confidential Information), or certify its destruction in writing, and keep the same confidential and secret in accordance with this Agreement.
10. **RELATIONSHIP.** This Agreement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement but each party hereto shall be considered as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement.
11. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Agreement
12. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports and understanding between the parties in respect thereto.

The foregoing terms and conditions are agreed to and stipulated by:

WITNESS:

Linda D. Carlisco
Dated: 05-16-17



PASP ID

By:

Danial S. Syed
Danial S. Syed
Operations Manager

WITNESS:

TOWNSHIP OF WEST ORANGE

By:

Dated:

Robert D. Parisi
Robert D. Parisi, Mayor