

CONTRACTING AGREEMENT

This CONTRACTING AGREEMENT (hereinafter referred to as "Agreement") is made by and between the National Rifle Association (hereinafter "NRA"), a New York non-for-profit corporation with offices at 11250 Waples Mill Road, Fairfax, Virginia 22030, and Marion P. Hammer, Consultant, P.O. Box 1676, Tallahassee, Florida 32302-1676 (hereinafter "Consultant").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SERVICES:

The Consultant will perform services in the form of advice, analysis and other duties reasonably assigned by the Executive Vice President of the NRA and Executive Director/ILA including providing information, advice and counsel on legislation, initiative, referenda, election, communication and media matters and other related services as may be requested by the NRA or NRA/ILA. Consultant will not work under the day-to-day direction and control of the NRA in the performance of services.

2. TERMS & TERMINATION:

- A. The term of this Agreement will be for one year, January 1, 2018, through December 31, 2019, unless terminated earlier as provided within.
- B. In the NRA's sole discretion, the NRA may elect to renew this Agreement by notifying Consultant in writing before the expiration of the term.
- C. Each party may, in its sole discretion, terminate this Agreement, with or without cause, immediately upon 30 days written notice.

3. COMPENSATION AND REIMBURSEMENT:

- A. NRA will pay Consultant \$168,000 per year which shall be paid quarterly on the first day of January, April, July and October during the term of this agreement.
- B. Consultant will be reimbursed for any ordinary and necessary expenses resulting from the performance of services to NRA, including but not limited to travel, meals, lodging, courier, express mail and secretarial services incurred as a result of performing services for the Executive Vice President and the Executive Director/ILA. In all cases, vouchers must be submitted with original receipts in order to be reimbursed and Consultant shall be reimbursed within thirty (30) days of her submission of any such expense report.

4. CONFIDENTIALITY AND CONFLICTS

- A. Both parties agree to keep this Agreement, the fact of this Agreement and all of its terms and conditions strictly confidential and shall not disclose or permit disclosure of the Agreement or any portion thereof to any third party, except such disclosures to their attorneys, to auditors, tax advisors, bookkeepers, and state, local or federal authorities as may be authorized or required by law.
- B. Under this Agreement, the parties acknowledge that the Consultant may also be consulting on business, policy, legislative and political issues with other clients. The Consultant agrees not to accept, without prior approval from NRA, any such engagement. If, in the course of working with a client other than the NRA, a potential conflict of interest is discovered or arises, the Consultant will immediately withdraw from consulting with any other client unless she receives an express waiver of conflict from the NRA.
 - 1. The NRA hereby acknowledges Consultant's work with Unified Sportsmen of Florida as non-conflicting service.

2. The NRA hereby acknowledges Consultant's work on behalf of children with dyslexia and related learning disabilities and pro bono services to Dyslexia Research Institute, Inc. a non-profit 501(c)(3) organization and Woodland Hall Academy, a private non-profit school for children with dyslexia as non-conflicting service.
3. The NRA hereby acknowledges Consultant's volunteer work for the Museum of Florida History Foundation, a non-profit 501(c)(3) fundraising organization dedicated to artifact acquisition for the Museum of Florida History as non-conflicting service.

5. **MISCELLANEOUS:**

- A. Consultant will not assign her rights or delegate the performance of her duties hereunder without prior written consent of the NRA.
- B. Nothing in the Agreement or in the performance thereof shall be construed to create an employer-employee relationship, partnership, sales agency, dealership, joint venture or joint employer relationship between the NRA and Consultant. The NRA and Consultant are and shall remain independent contractors. Consultant shall not be deemed to be employed by the NRA for the purpose of any tax and withholding of contribution levied by the Social Security Act or any state law with respect to employment, unemployment, and disability compensation for employment. Consultant accepts exclusive liability for any payroll taxes, income taxes, withholdings, or contributions imposed by the federal Social Security Act or any state law with respect to Consultant.
- C. Contractor is not authorized to accept any service of process for the NRA and Consultant shall in no manner misrepresent that status of the relationship between Consultant and the NRA. Consultant has no authority to enter into any contracts on the NRA's behalf.
- D. Consultant shall keep confidential any trade secrets, methods, process or procedures or any other confidential, financial, membership, legislative, donor, or business information of the NRA which she learns during the course of her performance under this agreement, without the prior written

consent of the NRA. The obligation shall survive the cancellation or other termination of this Agreement.

- E. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.
- F. Any legal action arising under or relating to this agreement or the breach hereof shall be brought only in a court situated in the City of Alexandria or the county of Fairfax, Commonwealth of Virginia, and the parties hereto hereby submit and consent to the exercise of personal jurisdiction over them by such courts for the purpose of any such action.
- G. This Agreement may not be altered or modified, except in writing, signed and acknowledged by both parties hereto.
- H. The parties hereby acknowledge receipt of a true copy of the Agreement.

MARION P. HAMMER, CONSULTANT



 MARION P. HAMMER

12/22/2017

 DATE

NATIONAL RIFLE ASSOCIATION OF AMERICA



 BY: WAYNE R. LAPIERRE
 EXECUTIVE VICE PRESIDENT

12/29/17

 DATE

**ADDENDUM TO 2018 CONTRACT
Between
The National Rifle Association and Marion P. Hammer**

AMENDMENT 1. Section 2. TERMS & TERMINATION, subsection A. is replaced with a new subsection A. to read:

A. The term of this Agreement will be for ten years, January 1, 2018, through December 31, 2028, unless terminated earlier as provided within.

AMENDMENT 2. Section 3. COMPENSATION AND REIMBURSEMENT, subsection A. is replaced with a new subsection A. to read:

A. NRA will pay Consultant \$220,000 per year which shall be paid quarterly on the first day of January, April, July and October during the term of this agreement.

The parties hereby acknowledge and agree to this Addendum.

MARION P. HAMMER, CONSULTANT

Marion P. Hammer *April 16/2018*

MARION P. HAMMER

DATE

NATIONAL RIFLE ASSOCIATION OF AMERICA

Wayne R. L. Pi *4/12/18*

BY: WAYNE R. LAPIERRE
EXECUTIVE VICE PRESIDENT

DATE

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