REQUEST FOR PROPOSAL
FOR SPECIAL PROJECT ACCOUNTING SERVICES

This request for proposal dated as of July 15, 2010 (this “RFP”) is issued by Maryellen Waggoner, Executive Director of National Insurance Producers Registry (“NIPR”), for and on behalf of NIPR. The purpose of this RFP is to identify a certified public accounting firm (“Accounting Firm”) to perform a fair market value and/or cost allocation analysis of certain services to be performed under an agreement (the “Agreement”) between NIPR and the National Association of Insurance Commissioners (“NAIC”) and provide an opinion on the reasonableness of the fees charged by the NAIC to NIPR related to the fair value or underlying costs of such services. Interested Accounting Firms should send five (5) copies of their proposal to:

National Insurance Producer Registry
Attention: Maryellen Waggoner, Executive Director
National Insurance Producer Registry
2301 McGee, Suite 800
Kansas City, MO 64108

The Accounting Firm selected will be expected to execute a project engagement letter satisfactory to NIPR that describes the services rendered by such Accounting Firm for NIPR (“Project Engagement Letter”) in the form set forth on Exhibit A hereto. NIPR reserves the right to reject any and all proposals. Questions regarding the accounting services requested hereunder may be submitted by contacting Maryellen Waggoner, at 816-783-8070, or via email at mwaggoner@nipr.com.

To assure consideration, all proposals must be received at the address reflected above no later than 1:00 p.m. (Central Time) on July 29, 2010. A final decision may be expected to be rendered by NIPR on or about 2:00 p.m. (Central Time) on August 2, 2010. An initial draft of the fair market value analysis will need to be delivered to Maryellen Waggoner by 1:00 p.m. (Central Time) on August 9, 2010. The final written report will need to be delivered to Maryellen Waggoner by 1:00 p.m. (Central Time) on September 13, 2010. It is anticipated that the Accounting Firm will have at least 3 meetings with Maryellen Waggoner and other staff of NIPR and at least 3 meetings with the Audit Committee (defined below) or NIPR’s Board of Directors. If Maryellen Waggoner or the Audit Committee determines additional meetings are required to finalize the report, then the Accounting Firm will be required to attend additional meetings with Maryellen Waggoner, the Audit Committee or NIPR’s Board of Directors, as applicable.

NIPR reserves the right to terminate the services of the Accounting Firm selected at any time, including prior to project completion. If NIPR terminates the Accounting Firm, NIPR will compensate the terminated Accounting Firm for its accounting services rendered at the hourly rate agreed to in the Project Engagement Letter between the parties.
GENERAL BACKGROUND INFORMATION:

NIPR is a not for profit corporation formed under the Missouri General Not For Profit Corporation Law and operates exclusively as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986. The Accounting Firm selected will be responsible directly to NIPR’s Executive Director and the Audit committee appointed by NIPR’s Board of Directors (the “Audit Committee”), and through them to NIPR’s Board of Directors which consists of thirteen persons, seven of whom (including the Chief Executive Officer of NAIC) are selected by the NAIC, and the remaining six directors are appointed by the following organizations: American Council of Life Insurance, America’s Health Insurance Plans, Property Casualty Insures Association of America, American Insurance Association, National Association of Independent Insurers, National Association of Mutual Insurance Companies, Independent Insurance Agents and Brokers of America, National Association of Insurance and Financial Advisors, Council of Insurance Agents and Brokers, National Association of Professional Insurance Agents, and the National Association of Health Underwriters. The NIPR Board of Directors currently consists of the following persons:

Ms. Nicole Allen  Mr. William Anderson
The Honorable Joel S. Ario  The Honorable William Deal
Mr. David Eppstein  The Honorable Linda Hall
The Honorable Jim Hodges  Mr. Michael Lane
Mr. David M. Leifer  The Honorable Leslie Newman
The Honorable Roger Sevigny  The Honorable Susan Voss
Therese M. Vaughan, P.h.D.

The purpose of NIPR is to further the regulatory activities of members of the NAIC. The members of the NAIC are State Insurance Departments and Commissioners of State Insurance Departments throughout the United States, District of Columbia, Puerto Rico, Guam, the Virgin Islands, American Samoa and the Northern Mariana Islands. NIPR carries out its responsibilities in various ways, but in particular, through the development and operation of systems and data bases to facilitate and streamline the insurance-related licensing and appointment of individuals and business entities throughout the fifty states, District of Columbia, Puerto Rico, Guam, the Virgin Islands, American Samoa and the Northern Mariana Islands, which may be accessed electronically by any individual or business entity.

SCOPE OF WORK AND KEY REQUIREMENTS:

NIPR is in need of independent and confidential accounting services from a recognized Accounting Firm whose personnel are appropriately licensed and whose work conforms to standards of the American Institute of Certified Public Accountants. The accounting services to
be rendered must be rendered exclusively to and for the benefit of NIPR and without conflict of interest involving any of the NIPR Board of Directors named above, the organizations involved in the appointment of Directors named above, the NAIC, State Insurance Departments, their Commissioners or key personnel of such organizations. The Accounting Firm selected must not currently perform auditing, tax, accounting or consulting services to or for the benefit of any of the foregoing (except NIPR). It is expected that the Accounting Firm selected will have disclosed all actual or potential conflicts of interest at the time such Accounting Firm submits its proposal under this RFP, and will disclose any actual or potential conflict of interests which arise, if any, during the project as soon as they are discovered.

The work requested involves the fair market value analysis of three components payable by NIPR to NAIC under the Agreement: (i) administrative fee, (ii) license fee, and (iii) usage fee. This fair market value analysis will assist NIPR in determining whether the Agreement is “fair” to NIPR pursuant to RSMo 355.416.

General accounting, expense verification and valuation skills will be necessary to determine the fair market value of services being provided to NIPR under the Agreement that is currently being negotiated. In return for the services being provided to NIPR under the Agreement, NIPR will pay to NAIC an administrative fee, a license fee and a usage fee. The objective will be to determine the fair and reasonable value of services being provided to NIPR under the Agreement with respect to the administrative fee, license fee and usage fee.

In connection with the license fee payable to NIPR, a fair market value determination will be required regarding the use of, and access to, an established database which is continually updated and maintained. This will require identification and analysis of factors relevant to the determination of such fair market value and ultimately the placement of a fair and reasonable value on the consideration to be paid for same. This involves establishing a fair and reasonable price which would be paid for same in an arms length transaction. The determination must be such that the economic benefit provided is commensurate with the consideration paid for providing the benefit.

The objective is to arrive at a determination of a fair and reasonable price which would be paid in an arms length transaction. It is not intended that the accounting services requested take on an advocacy relationship beyond providing a solid foundation for the Accounting Firm’s opinion of fair market value; this is not a situation where the Accounting Firm is requested to advocate a high or low position, but rather to determine a fair market value or narrow range of fair market values for each transaction.

It is anticipated that the majority of the engagement time for the accounting services requested will be performed in the city of Kansas City, Missouri and that in general the Accounting Firm’s personnel assigned to the project will be located in the Kansas City Metropolitan Area. NIPR anticipates that both the lead partner, lead manager and staff would be based out of the Accounting Firm’s office in Kansas City. Past familiarity with NIPR or the NAIC, as long as there are not current conflicts of interest, would be beneficial to the prospective Accounting Firm.
The successful bidder must assign its personnel to the project in a fashion which will match experience of the individual with the task being performed by the individual. There must be sufficient oversight by a responsible Certified Public Accountant to support NIPR accepting the results obtained as being correct and accurate without the need for independent testing or additional review of the results. The results must also withstand analysis by the Audit Committee, NIPR Board Members, Maryellen Waggoner and representatives of the NAIC. The Accounting Firm should anticipate the need to present its results at a formal NIPR Board of Directors meeting at which questions will be asked and discussion held.

Except as set forth above regarding a presentation to NIPR’s Board of Directors, all information received or developed by the Accounting Firm must be conveyed only to Maryellen Waggoner or the Audit Committee, will belong to NIPR and must not be conveyed to others, including related parties, or officers and agents of NIPR except with the written approval of Maryellen Waggoner.

SPECIAL REQUIREMENTS:

The Project Engagement Letter entered into with the successful Accounting Firm will include confirmation that the Accounting Firm, any subsidiary or related entity, does not discriminate against any employee or applicant or other person on the grounds of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry; will provide a comprehensive conflict of interest statement regarding its work with persons or firms which may have conflicts of interest with NIPR or NAIC; will provide for minimum levels of professional liability and general liability insurance coverages including Workers’ Compensation Insurance and Employer’s Liability coverage acceptable to NIPR; and will acknowledge that all work performed in conjunction with this engagement shall be sole and exclusive property of NIPR and all rights to such work shall be irrevocably assigned to NIPR. The Project Engagement Letter will require the successful bidder to keep confidential all work performed by NIPR and all information shared by NIPR, NAIC or any other related parties, and agree not to use the information obtained during the engagement for any purpose other than to provide the services contemplated herein.

The Accounting Firm and its personnel must maintain accurate and complete records of the hours of its services rendered on this project and the same must be maintained in accordance with recognized accounting practices so that if necessary they may be reviewed and confirmed.

The successful Accounting Firm shall not assign or subcontract the services being rendered unless such assignment or subcontracting is disclosed in the response to this RFP. Any such assignment or subcontract disclosed in the response to this RFP must be first approved by NIPR, which approval may be withheld for any reason in NIPR’s sole discretion.

All services rendered by the Accounting Firm selected must comply with applicable Federal, State, local laws, ordinances and regulations. The engagement will be an independent contractor engagement and the Accounting Firm shall be responsible for payment of all tax and other obligations of like nature or sums paid by NIPR.
As a result of the Accounting Firm’s anticipated or actual performance of the project, the Accounting Firm and its personnel may receive or become exposed to NIPR’s or NAIC’s intangible information expressed in the form of ideas, data, programs, technical, business or other types of intangible information, NIPR’s or NAIC’s documents, prints, tapes, discs, or other types of tangible information, and information which is related to the conduct of the business and relationship activities of NIPR or NAIC, as well as intellectual property and similar property belonging to NIPR, NAIC or others. The Accounting Firm must agree to keep all such information confidential and use such information only for performing the project, and must require the Accounting Firm’s employees, contractors and agents to keep such information confidential and use it only for the project. The Accounting Firm, its employees, contractors and agents must promptly surrender and destroy all such information and any copies thereof, free of charge, when requested to do so by NIPR, except that the Accounting Firm may retain sufficient workpaper documentation to meet its professional standards.

**RESPONSE TO RFP:**

All proposals submitted in response to this RFP should contain the following information:

1. Name, address, telephone and website of the Accounting Firm.

2. Description of the Accounting Firm (including year established, history of ownership, additional locations, size, and special qualifications).

3. Names of owners of the Accounting Firm, or if more than 10 owners, names of the engagement owners, office managing owner and the total number of owners of the Accounting Firm.

4. Name and credentials (including selection criteria, educational level, professional qualifications, applicable billing rates and licensing) for each accountant or other professional expected to be assigned to the project, and their specific assignment of work anticipated.

5. Accounting Firm representative who will be in charge of the project.

6. Proposed fee arrangements which should be on a time and expense basis, and willingness of the Accounting Firm to enter into an Agreement containing a “not to exceed” provision for the project or specific segments of the project. Please identify any expenses to be reimbursed by NIPR and your charges therefore. If travel reimbursement will be necessary, please explain.

7. The frequency of project billings is expected to be monthly.

8. Experience and breadth of Accounting Firm’s knowledge in the area of tax exempt entities.

9. A list of preliminary questions to be answered by NIPR and NAIC that would assist the Accounting Firm in developing the requisite knowledge to perform the services.
NIPR will select a “short list” of Accounting Firms that have responded to this RFP. Accounting Firms on this list will be interviewed and may be asked to provide additional information including references.

The method of response to this RFP shall be in writing. NIPR points out that your response to this RFP need not be elaborate but rather one which you would utilize in your normal and typical business dealings.

Yours very truly,

Maryellen Waggoner
Executive Director
EXHIBIT A
PROJECT ENGAGEMENT LETTER

(see attached)
PROJECT ENGAGEMENT LETTER

This Project Engagement Letter (hereafter “Agreement”) constitutes an agreement for services by and between National Insurance Producer Registry (“NIPR”) and [____________________] (“Independent Contractor”).

RECITALS:

A. NIPR is a nonprofit corporation organized under the laws of the State of Missouri with its principal office located at 2301 McGee Street, Suite 800, Kansas City, Missouri, 64108-2662.

B. NIPR previously issued a Request for Proposal for Special Project Accounting Services (attached as Exhibit A), and subsequently determined that it is desirable to retain Independent Contractor to provide the services requested by NIPR in Exhibit A. Independent Contractor’s response to NIPR’s Request for Proposal is attached hereto as Exhibit B. Exhibit A and Exhibit B are attached hereto and incorporated into this Agreement by reference.

C. NIPR desires to retain Independent Contractor’s services as set forth in this Agreement and Independent Contractor desires to provide such services on such basis to NIPR.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. SERVICES. Independent Contractor will provide the services requested in Exhibit A, including the fair market value and/or cost allocation analysis of the (i) administrative fee, (ii) license fee, and (iii) usage fee payable by NIPR to National Association of Insurance Commissioners (“NAIC”). The method and manner of Independent Contractor’s work shall be determined by Independent Contractor consistent with the professional and other requirements of Exhibits A and B. Independent Contractor’s services shall commence immediately and shall be completed within such time period set forth in Exhibit A. Independent Contractor may perform such other services as are agreed upon between Independent Contractor and NIPR.

2. NIPR’S AUTHORITY. Independent Contractor shall report directly to Maryellen Waggoner, Executive Director of NIPR, in regard to its services under this Agreement, including but not limited to the scope and administrative aspects thereof. Independent Contractor shall perform the services required under this Agreement in compliance with general policies established by NIPR and in a manner consistent with accounting and professional standards set forth in Exhibits A and B. Independent Contractor shall also report to such person(s) and committee(s) as may be designed or directed from time to time by NIPR’s Executive Director. While Independent Contractor shall control the method and manner through which its services are performed, NIPR has the right and authority to control communication, publication and any other distribution of Independent Contractor’s work results and information and documents which Independent Contractor has acquired as a result of its work, including without limitation Confidential Information discussed in Section 8 of this Agreement and property discussed in Section 10 of this Agreement.
3. **INDEPENDENT CONTRACTOR’S AUTHORITY.** Neither Independent Contractor, nor its employees or subcontractors (collectively referred to as its “Personnel”) shall be an employee or agent of NIPR. Neither Independent Contractor, nor its Personnel shall have any authority to represent NIPR in any hearings, negotiations or discussions, or to bind NIPR to any contract or agreement. The services of Independent Contractor under this Agreement shall be provided only through its employees, and Independent Contractor shall use no subcontractors or non-employees to provide services hereunder unless NIPR expressly agrees in writing, which identifies the specific individual and his/her services to be provided.

4. **AGREEMENT TERM.** The term shall begin on the date established pursuant to Section 1 of this Agreement and shall end upon completion of all tasks required for such services, or if sooner, promptly upon Independent Contractor’s receipt of written notice from NIPR terminating Independent Contractor’s services.

5. **BACKGROUND CHECKS.** Independent Contractor and any of its Personnel performing work under this Agreement, either onsite or accessing NIPR systems remotely, may be subject to background checks, including but not limited to criminal background checks. NIPR shall, in its sole discretion, determine whether and when any such background checks shall occur, and such background checks may be carried out by NIPR or any firm designated by NIPR to conduct the same. Independent Contractor shall require its Personnel to agree that they will complete and submit all documents which are necessary or appropriate to complete such background checks, including but not limited to waivers and authorizations which are necessary or appropriate to enable NIPR or its assigns to conduct a thorough background check. Independent Contractor agrees to withdraw from the project any person whose background check result is not determined to be satisfactory by NIPR, which determination shall be made in NIPR’s sole discretion provided that NIPR’s decision shall be made on a basis which is lawful and nondiscriminatory.

6. **PAYMENT FOR SERVICES.** Independent Contractor’s charges for services rendered shall be consistent with Exhibit B. In addition, Independent Contractor agrees that its total fee for the performance of its services shall not exceed [____]. NIPR shall remit its payment for services within 30 days following NIPR’s receipt of Independent Contractor’s invoice for services; each invoice shall identify the time spent, applicable hourly rate, person performing the task and the specific task performed. NIPR shall be entitled to request additional verification of the services provided.

7. **EXPENSE REIMBURSEMENTS.** NIPR shall reimburse Independent Contractor for reasonable out of pocket costs of long distance telephone costs, messenger, courier, and express delivery charges, telecopy and telex charges, printing and reproduction costs and costs of photocopier. All reimbursable out of pocket expenses shall be submitted to NIPR no later than the end of the month following the month in which such out of pocket expenses were reasonably incurred. While it is not contemplated that Independent Contractor shall bill for travel costs as the work will be performed in the Kansas City metropolitan area, if travel outside such area becomes necessary, Independent Contractor shall notify NIPR, obtain a
copy of NIPR’s travel policy and act in accordance therewith. NIPR shall pay reasonable and necessary expenses incurred by Independent Contractor for travel and travel-related expenses outside such area provided that NIPR has approved such travel in writing prior to the date of travel. All travel and travel-related expenses shall be submitted to NIPR within ten (10) days after Independent Contractor’s personnel completes the travel, which submission shall include an invoice with appropriate documentation.

8. **CONFIDENTIAL INFORMATION.** In the performance of services, Independent Contractor and its Personnel will come into contact with Confidential Information. For purposes of this Agreement, “Confidential Information” includes (i) information, secrets, business practices and other nonpublic information which NIPR and NIPR Affiliates regard as confidential and private, (ii) information which is not in the public domain, (iii) NIPR’s, NIPR Affiliates’ or NAIC’s intangible information expressed in the form of ideas, data, programs, technical, business and other types of intangible information, (iv) NIPR’s, NIPR Affiliates’, or NAIC’s documents, print, tapes, disks and other types of tangible information, (v) information which is related to the conduct of business and the relationship activities of NIPR, NIPR Affiliates or NAIC, (vi) intellectual property and similar property belonging to NIPR, NIPR Affiliates, NAIC, or others and (vii) work product, know-how, knowledge and any other information pertaining to the business or functional operations of NIPR, NIPR Affiliates or NAIC or obtained or created while performing services in connection with this Agreement. Except in connection with its services under this Agreement, Independent Contractor and its Personnel shall make no use of any such Confidential Information but instead shall maintain all such Confidential Information in the strictest confidence and not undertake to apply the same for Independent Contractor’s business advantage or the business or personal advantage of any of its Personnel. Exceptions to the requirements of this Section may be granted only by NIPR or the NIPR Affiliate or NAIC to whom the disclosures belong or pertain. As used in this Agreement, “NIPR Affiliates” shall mean all and any of those persons, entities or associations mentioned under the section in Exhibit A entitled General Background Information. At conclusion of the services under this Agreement, Independent Contractor and its Personnel shall make no use of any such Confidential Information but instead shall maintain all such Confidential Information in the strictest confidence and not undertake to apply the same for Independent Contractor’s business advantage or the business or personal advantage of any of its Personnel. Exceptions to the requirements of this Section may be granted only by NIPR or the NIPR Affiliate or NAIC to whom the disclosures belong or pertain. As used in this Agreement, “NIPR Affiliates” shall mean all and any of those persons, entities or associations mentioned under the section in Exhibit A entitled General Background Information. At conclusion of the services under this Agreement, Independent Contractor and its Personnel shall promptly surrender (or if requested by NIPR, destroy) any such Confidential Information and any copies thereof, free of charge. All Confidential Information described in this Section is owned by and shall remain the property of NIPR, except to the extent it may belong to NIPR Affiliates or NAIC.

9. **CONFLICT OF INTEREST.** In the interest of fulfilling objectives and goals of NIPR in regard to this project even the appearance of impropriety must be avoided. Independent Contractor acknowledges that one purpose of NIPR obtaining Independent Contractor’s services is to provide an independent valuation of the fair market values of the (i) administrative fee, (ii) license fee, and (iii) usage fee, and the effective use of results of which will not be achieved if conflicts of interest exist. Independent Contractor agrees that it shall not have, and by executing this Agreement warrants that it and its Personnel do not have, any interest with or adverse to NIPR, NAIC, or any NIPR Affiliate. Any conflicts of interest known by Independent Contractor to exist, at the time of execution of
this Agreement appear in Exhibit C attached hereto and incorporated herein by
reference; to the extent Exhibit C is completed, attested to by Independent
Contractor, delivered to and approved by NIPR at or prior to the execution of this
Agreement, such conflict of interest shall be deemed to be waived. In the event
Independent Contractor discovers any conflict of interest which arises or a
conflict of interest is otherwise identified after the date of this Agreement, then
Independent Contractor shall promptly disclose such conflict of interest to NIPR’s
Executive Director who shall review the conflict and may waive the same upon
proper documentation.

10. OWNERSHIP OF WORK PRODUCT, KNOW-HOW, KNOWLEDGE AND
OTHER INFORMATION OBTAINED OR CREATED WHILE PERFORMING
SERVICES. Independent Contractor, for itself and its Personnel acknowledges
and agrees that all work product, know-how, knowledge and any other
information obtained or created in conjunction with the services required by or
otherwise provided or to be provided under this Agreement shall be the sole and
exclusive property of NIPR and all rights to same shall be, and are hereby,
irrevocably assigned to NIPR. Independent Contractor agrees to assign to NIPR
the copyright in any copyrightable works created under this Agreement.
Independent Contractor further agrees that it shall obtain an assignment of
copyright from any entity hired by Independent Contractor to produce
copyrightable works on behalf of Independent Contractor in fulfillment of
Independent Contractor’s obligation under this Agreement. Independent
Contractor and its Personnel shall take all steps and execute all documents
requested by NIPR to perfect NIPR’s sole and exclusive ownership of such work
product, know-how, knowledge and information.

11. PUBLICITY. Independent Contractor, on its own behalf and on behalf of its
Personnel, agrees that neither Independent Contractor nor its Personnel will use
the name of National Insurance Producer Registry or the term “NIPR” in any
form or attribution in connection with any solicitation, publicity, advertising,
endorsement or other promotion without the express prior written permission of
NIPR or NIPR’s Executive Director. Further, Independent Contractor, on its own
behalf and on behalf of its Personnel, agrees that neither Independent Contractor
nor its Personnel will use the name of National Association of Insurance
Commissioners or the term “NAIC” in any form or attribution in connection with
any solicitation, publicity, advertising, endorsement or other promotion without
the express prior written permission of the NAIC and NIPR.

12. INSURANCE COVERAGE. Independent Contractor shall procure and maintain,
at its own expense, Comprehensive General Liability coverage and Umbrella
and/or Excess Liability coverage with minimum total limits of $2 million
combined and $1 million single limit for property damage and bodily injury.
Independent Contractor shall procure and maintain for itself and its Personnel all
insurance coverage required by Federal, State or local law, including Worker’s
Compensation insurance at a minimum of $500,000 of Employer’s Liability
coverage. Independent Contractor shall furnish to NIPR on NIPR’s request
Certificates of Insurance evidencing all of the above-required coverages.
13. ARBITRATION. Except for claims relating to copyright, trademark issues, trade secrets and confidentiality, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration to be held in Kansas City, Missouri, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. All arbitration proceedings shall be conducted in the English language. Notwithstanding the foregoing, either party will have the right to seek relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement or unauthorized disclosure of its Confidential Information, intellectual property, other property information or items. Both parties agree not to institute any litigation or proceeding arising from or relating to this Agreement against the other party except as provided herein.

14. GOVERNING LAW. By adoption of the parties, the State of Missouri, U.S.A. is deemed to be the place of contracting and by agreement of the parties, any claim or controversy relating to this Agreement, its interpretation, performance or validity shall be construed and governed in accordance with the laws of the State of Missouri, without regard to its rules for choice of laws, and in accordance with Federal law if applicable. The parties herein agree that the forum and venue for bringing court action as provided for in this Agreement shall be in Kansas City, Jackson County, Missouri.

15. MISCELLANEOUS.

a. This Agreement supersedes all other agreements or representations either oral or written between NIPR and Independent Contractor. No waiver, alteration amendments or modification of provisions in this Agreement shall be binding unless subsequently made in writing which identifies this Agreement and is signed by duly authorized representatives of NIPR and Independent Contractor. This Agreement and its Exhibits shall be construed together as a single agreement and all provisions shall be construed to be not inconsistent with each other to the extent possible; however, to the extent this Agreement is inconsistent with any Exhibit, this Agreement shall control.

b. If any provision or portion of this Agreement is deemed unenforceable or illegal by operation of law or otherwise, such provision or portion shall be reformed in such manner as to carry out the intents and purposes of the parties in a legally enforceable and lawful manner, and such reformed provision or portion along with the remaining provisions and portions of this Agreement shall be enforceable and binding on the parties.

c. Independent Contractor’s rights and obligations under this Agreement are not assignable.

d. Sections 2, 6, 7, 8, 9, 10, 11, 13, 14 and 15 shall survive termination of this Agreement.
e. Independent Contractor and its Personnel are independent contractors with NIPR. As such, neither Independent Contractor nor any of its Personnel shall receive any NIPR employee benefits, including but not limited to medical health insurance, long term disability insurance, group life insurance, vacation benefits, or the like, even if Independent Contractor or any of such Personnel is retroactively or otherwise classified as an NIPR employee for any purpose. Further, NIPR shall not deduct, withhold or pay taxes on amounts paid to Independent Contractor. Independent Contractor shall be responsible for all employer taxes based on Independent Contractor’s employees and Personnel and all business and income taxes that are based on or measured by Independent Contractor’s income, the foregoing to include all FICA, FUTA, Medicare and other payroll taxes, withholding and any other employment taxes whatsoever.

f. In the interpretation of this Agreement, the Section headings shall be disregarded. Further, the singular shall include the plural. The Recitals are included as part of this Agreement.

g. Independent Contractor recognizes that in connection with the services being performed NAIC may request Independent Contractor and its Personnel to execute certain confidentiality and other documents in connection with the services being performed under this Agreement. To the extent reasonable and consistent with the terms of the engagement, Independent Contractor agrees that such documents shall be executed, copies of such executed documents shall be provided to NIPR and in the event Independent Contractor or its Personnel are unable to execute any such document, both NAIC and NIPR shall be so advised and given the opportunity to resolve the pertinent issues.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

NATIONAL PRODUCERS REGISTRY INSURANCE

By: ____________________________________________  By: ________________________________
Printed Name: ________________________________  Printed Name: ________________________________
Title______________________________  Title______________________________
Date______________________________  Date______________________________
EXHIBIT C

To: National Insurance Producer Registry (“NIPR”)

In connection with the Agreement, we have identified the following conflicts of interest for which we request a waiver:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

[_____________] by authorized representative

Date

The foregoing disclosure has been reviewed and approved.

________________________________________________________________________

National Insurance Producer Registry by authorized representative

Date