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**INDEPENDENT CONSULTING AGREEMENT**

This Independent Consulting Agreement ("Agreement") is made as of DECEMBER 31, 2018 (the "Effective Date"), by and between National Rifle Association of America ("Organization"), a New York Not-For-Profit entity having an office located at 11250 Waples Mill Rd, Fairfax, VA 22030 and Wilson H. Phillips Jr. ("Consultant"), collectively referred to herein as the "Parties."

WHEREAS the Organization desires to engage Consultant to assist the Organization with matters concerning the Organization's mission under its bylaws and in accordance with the provisions of this Agreement;

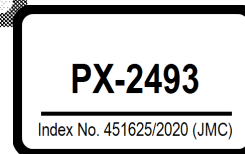
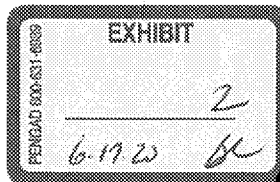
WHEREAS, Consultant is the current Chief Financial Officer ("CFO") and Treasurer of the Organization and desires to vacate those positions and transfer into a consulting role under the terms and conditions described herein; and

WHEREAS, the Organization wishes to retain a relationship with Consultant on an ongoing irrevocable basis pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. APPOINTMENT OF CONSULTANT**

- a. Appointment: By this Agreement, the Organization appoints Consultant, and Consultant accepts such appointment, to provide advisory services to the Organization, in accordance with the terms and conditions of this Agreement.
- b. Consulting Services to Be Provided: Consultant agrees to perform the following services throughout the term of this Agreement on an ongoing basis (the "Services").
  - i. Consultant shall provide advisory services and the benefit of his expertise in all appropriate areas including, but not limited to, areas related to his prior duties as CFO and Treasurer of the Organization.
  - ii. Consultant will coordinate activities with NRA's Executive Vice President, Treasurer and CFO and Executive Director, Office of Advancement to build and maintain relationships with major gifts donors, identify and cultivate relationships with fundraising partners and identify prospective high net worth individuals to solicit for major gifts. Consultant will communicate periodically with NRA employees, officers, board members and others as deemed necessary in the performance of stated services.



Organization agrees that any hours performed beyond the Required Hours shall be at Consultants sole option.

Nature of Relationship:

Consultant and the Organization understand that their relationship is a good faith contractual relationship and this Agreement creates no rights or duties in either party beyond those that are defined by this Agreement. In particular, Consultant and the Organization mutually understand and agree that Consultant and the Organization have no fiduciary or special relationship and are not partners or joint venturers;

Neither party has any special duties to the other except as expressly defined herein;

To the degree any dispute arises between the parties Wayne LaPierre shall serve as the third party deciding vote.

Consultant is an independent contractor and is not an employee or in any other servant relationship with NRA. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant shall perform all of the Services herein provided for relying on the experience, knowledge, judgment and techniques of the Consultant.

**2. COMPENSATION; BENEFITS; EXPENSE REIMBURSEMENT**

a. Compensation:

- i. In consideration of Consultant's Services to the Organization during the time period in which this Agreement is effective, the Organization shall pay to Consultant a fee ("Consulting Fee") of \$30,000 per month, paid by the 15<sup>th</sup> day of each month.

Upon termination of this Agreement for any reason, Consultant shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under this Agreement. In addition, Consultant shall be reimbursed for any noncancellable obligations, any cancellation penalties, and any expenditures reasonably made in order to perform the Services that were to occur had cancellation not occurred.

b. Expense Reimbursement:

The Organization agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. These expenditures include, but are not limited to, expenses related to local travel and car expenses, out of town travel (i.e. first class air fare, hotel, temporary housing, meals, parking, taxis, auto rental, airline club memberships), memberships in clubs related to The Organizations mission, telephone calls, and

postal and shipping expenditures. Expenses incurred by Consultant will be reimbursed by NRA within thirty (30) days of Consultant's written request for reimbursement.

The Organization shall provide rented office space for Consultant at Parkland Knight office building or such other comparable facility at the rate of \$3,500 per month through the term of this Agreement.

### 3. TERM OF AGREEMENT

This Agreement and the Services to be performed under it shall commence on January 1, 2019 and shall continue in full force and effect for a period of four (4) years unless terminated per Section 4 below. Notwithstanding any language herein the contract shall automatically renew for an additional four (4) year term unless otherwise terminated by Consultant.

### 4. TERMINATION OF AGREEMENT.

Notwithstanding that the Term shall not have been completed, The Organization may terminate this Agreement (a) upon the death of Consultant, or (b) if Consultant should be incapacitated by illness or any other matter from performing his duties hereunder for a continuous period of ninety (90) days. If this Agreement is terminated, NRA shall only be obligated to make payments of fees due on a pro rata basis to the date of termination plus any unpaid reimbursable expenses.

### 5. CONFIDENTIALITY

- a. Each party agrees that any information received by it or any agent, employee, or Consultants retained by it, concerning the other party during the performance of this Agreement, regarding the Organization's financial matters or an information of a proprietary nature, shall be treated by both parties in full confidence and except in response to legal process or appropriate and necessary governmental inquiry shall not be revealed to any other persons, firms or organizations without written permission of the other Party. This provision shall survive the termination of this Agreement.
- b. Further, in consideration of the Consultant providing the Organization with his services, by its signature hereto the Organization, agrees that the terms of the relationship between the parties will be held and treated by the Organization, its directors, officers, managers, members, employees, agents or other representatives, including attorneys, accountants, consultants and financial advisors (collectively "representatives") in confidence and will not, without the Consultant's prior written consent, be disclosed to any other person or entity by the Organization or its representatives, in any manner whatsoever, in whole or in part, and will not be used by the Organization or its representatives other than in connection with the Organization's obligations hereunder.

## 6. GENERAL PROVISIONS

- a. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and negotiations, whether oral or written, with respect to its subject matter. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by all Parties to this Agreement.
- b. Assignment and Successors: Neither Consultant nor the Organization shall assign this Agreement to any successor without the express, written consent of the other party.
- c. Severability: Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, and such invalid, void or otherwise unenforceable provisions shall be null and void.
- d. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its rule of conflicts of laws. The parties further agree that any action brought to enforce any right or obligation and this agreement shall be subject to the exclusive jurisdiction and venue of the state courts located in Fairfax County, Virginia.
- e. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover reasonable attorney's fees.
- f. Notices. Any and all notices or other communications required or permitted by this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile, addressed to such party as follows:

(a) If to Organization: National Rifle Association of America  
11250 Waples Mill Rd  
Fairfax, VA 22030  
Telephone:  
Fax No.:

(b) If to Consultant: Mr. Wilson H. Phillips Jr.  
4602 Gilbert Avenue  
Dallas, TX 75219

Any party may change its address for the purposes of this Section 9.7 by giving written notice of such change to the other party listed above in the manner provided for herein.

- g. Contractor has the right to perform services for others during the term of this Agreement.
- h. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- i. Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- j. Organization will not:
- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
  - make state or federal unemployment compensation contributions on Contractor's behalf, or
  - withhold state or federal income tax from Contractor's payments.
7. Headings. The headings contained in this Agreement are for convenience of purpose only and shall have no effect upon the interpretation of this Agreement.
8. Waiver. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person against whom sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement, or understanding at a future time.
9. Execution in Counterparts. This Agreement may be signed in Counterparts, and an electronic signature shall have the same force and effect as an original.
10. Indemnification: Organization shall indemnify and hold Consultant harmless from any loss or liability arising from performing services under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first above written

National Rifle Association of America, Inc.

Consultant:

PRINT:

*Peter R Braumell*

PRINT:

*Wilson H Phillips Jr*

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SIGN: [Handwritten Signature]

SIGN: [Handwritten Signature]

DATE: 6/18

DATE: 5/5/18

Carolyn D. Meadows  
Print

Carolyn D. Meadows  
Sign