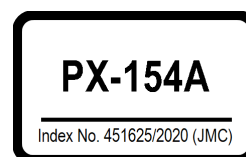


EXHIBIT A



AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the National Rifle Association ("NRA" or "Association") and EMPLOYEE NAME ("Employee") as of 1 JANUARY 2019.

WHEREAS, the NRA desires to retain Employee as a valued leader in carrying out the mission of the Association; and

WHEREAS, Employee desires to continue to serve the Association in a leadership role;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Duties. Employee shall be employed as Executive Director of the NRA Institute for Legislative Action at its offices in Fairfax, Virginia and Washington, D.C., and shall have all the powers and duties set forth in the NRA Bylaws, as may be amended from time to time and as Special Advisor to the President and Executive Vice President of the NRA.
2. Compensation.
 - a) The NRA shall pay Employee a salary at an annualized rate of \$1.2 million, along with participation in all other benefits available to NRA employees based on his office and salary, as such benefits may be modified from time to time.
 - b) Employee shall, at his option, be provided with the use of an NRA-leased vehicle, subject to such limits and policies as may apply to other NRA-leased vehicles.
3. Other costs and expenses. The NRA shall reimburse or pay the following additional costs and expenses, to the extent such costs and expenses may be treated as business expenses of the Association:
 - a) Personal security for Employee and his immediate family, and physical security for Employee's home, office and locations where his immediate family live and work, as determined appropriate based on periodic review by the Association taking into account the level of threat presented;
 - b) Reimbursement of legal fees (in addition to indemnification under Section 6) for any liability, claim, loss or cause of action, including attorneys' fees and costs, for any legal action or investigation whatsoever undertaken either by Employee (e.g., seeking a restraining order) or against Employee (e.g., defending against a civil lawsuit) that is reasonably related in any way to Employee's employment by the Association. The expenses provided for shall include, for example, reimbursement of reasonable legal fees in an action initiated by Employee's spouse to seek damages or other relief from tortfeasors who have allegedly damaged Employee's spouse or her business because she is Employee's spouse;

The Parties mutually intend, acknowledge, and agree that for purposes of this Section 3(b), a legal action or investigation undertaken by Employee shall only be deemed reimbursable by NRA if NRA determines, in its sole discretion, that the maintenance of such action or investigation advances the best interests of NRA and its membership. For the avoidance of doubt, this Agreement is not intended to require

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reimbursement of attorneys' fees or costs associated with any action initiated by Employee against NRA, or against any of NRA's directors, officers, employees, successors, assigns, affiliates, subsidiaries, or agents.

- c) Payment of premiums for a three-year term life insurance policy selected by the Association, providing a death benefit of \$5 million in the event of death;

To the extent any such costs and expenses under paragraphs (a) and (b) of this section may not be treated by government entities as business expenses of the Association, these expenses shall (upon reasonable notice to Employee) be treated as compensation to Employee. Employee understands and acknowledges that premiums paid under paragraph (c) of this section may be treated by certain government entities as compensation to Employee.

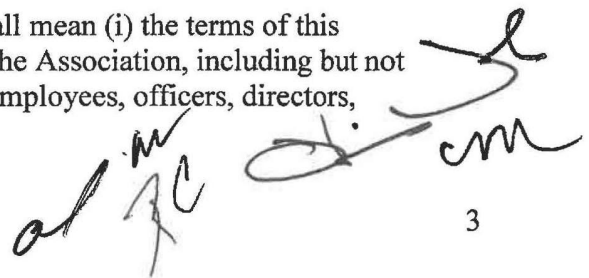
4. Term and termination. This agreement shall take effect as of January 1, 2019, and shall terminate on February 1, 2021, except as follows:

- a) Voluntary termination by Employee. Employee may terminate this Agreement and Employee's employment at any time during the term of this Agreement upon one (1) month's written notice to the NRA President and Executive Vice President. After giving notice, Employee shall continue to fulfill all duties and responsibilities set forth in the Agreement and use best efforts to train and support Employee's successor, if any. The NRA President and Executive Vice President shall have sole discretion to determine whether the effective date of the Employee's termination shall be earlier than the date set forth in the notice. Upon a voluntary termination by Employee, Employee shall receive any wages and benefits (including accumulated leave authorized in the employee manual) that are unpaid as of the date of termination, and shall also be entitled to payment of the base salary then in effect, to continue for one month per each year of employment prior to the voluntary termination date.
- b) Termination by the NRA without cause, or by Employee for good reason.
- i) The NRA may terminate this Agreement and Employee's employment at any time during the term of this Agreement by giving one (1) month's notice in writing to the Employee, or without such notice upon removal by the NRA Board of Directors or Executive Committee, or upon disapproval of Employee's appointment or reappointment by the NRA Board of Directors.
- ii) Employee may terminate this Agreement and Employee's employment at any time during the term of the Agreement for good reason by giving one (1) month's notice in writing to the NRA.
- iii) Upon a termination by the NRA without cause or by the Employee for good reason, Employee shall receive as severance compensation salary continuation payments at the Base Salary in effect on the termination date, to continue for 24 months. During the notice period, Employee must fulfill all of Employee's duties and responsibilities set forth in this Agreement and use Employee's best efforts to train and support Employee's replacement, if any. Failure of Employee to comply with this requirement may result in termination for cause as described below, but

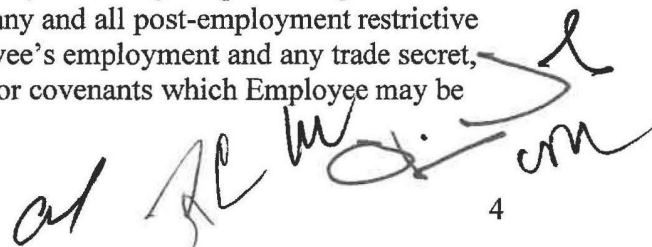
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otherwise Employee's salary and benefits will remain unchanged during the notification period.

- iv) For purposes of this Agreement, "good reason" means (a) breach of any of the material terms of this Agreement by the NRA, (b) a forced relocation of the Employee's principal place of business more than thirty miles from the NRA's current Virginia and/or Washington, D.C. offices, or (c) a material change in Employee's title, duties or reporting lines.
- c) Termination by the NRA for Cause. The President and the Executive Vice President may, at any time and without notice, terminate the Employee for cause. For purposes of this Agreement, "cause" shall mean, in the NRA President's and EVP's discretion, any one or more of the following: (1) material failure to perform the duties of Employee's position, provided that the President and the EVP have provided Employee with written notice thereof and a reasonable period of not less than 30 days to cure; (2) fraud, misappropriation, embezzlement or acts of similar dishonesty; (3) conviction of a felony involving moral turpitude; (4) illegal use of drugs or excessive use of alcohol in the workplace; (5) intentional and willful misconduct that may subject the NRA to criminal or civil liability; (6) breach of the Employee's duty of loyalty by diversion or usurpation of corporate opportunities properly belonging to the NRA; or (7) breach of any of the material terms of this Agreement. Upon a termination for cause, Employee shall receive the limited accrued benefits as defined in the employee manual or as required by law.
- d) Termination by Death or Disability. Employee's employment and rights to compensation under this Agreement shall terminate if Employee is unable to perform the duties of Employee's position due to death or disability lasting more than 180 days. Employee's heirs beneficiaries, successors, or assigns shall be entitled to the greater of any of the compensations or benefits to which Employee is entitled under this Agreement or a lump sum payment equal to 24 months Base Salary. Nothing in this section shall supersede any rights under the Family and Medical Leave Act, Americans with Disabilities Act, or comparable provisions of applicable state law.
- e) Release, Waiver, and Covenant Not to Sue. Salary continuation payments to employee in the event of voluntary termination, termination without cause or termination for good reason shall be contingent upon the execution of a mutually satisfactory confidentiality agreement and of a release, waiver and covenant not to sue NRA for any claims arising from or relating to Employee's employment relationship with the NRA or the termination of that relationship, excepting only any claims which may arise out of this agreement. Employee agrees to execute, at the NRA's request, such additional waivers, releases, indemnities or other instruments as NRA shall deem necessary to effectuate the provisions of this paragraph.
5. Confidentiality and non-disparagement.
- a) As used herein, "Confidential Information" shall mean (i) the terms of this Agreement; (ii) non-public information about the Association, including but not limited to information concerning the NRA's employees, officers, directors,

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- attorneys, volunteers, and their successors and predecessors, as well as members, former members, prospective members, donors, former donors, prospective donors and similarly situated people or entities; and (iii) any other non-public information about the Association, its operations, plans, and processes, including (but not limited to) information which is marked, designated, or otherwise identified at the time of disclosure as confidential or proprietary.
- b) Parties to this Agreement will not disclose Confidential Information to third parties other than to their respective attorneys and tax or financial advisors and as otherwise required by applicable law. Parties to this Agreement may disclose Confidential Information in this Agreement to Association personnel as required by the Association's By-Laws and to committees of the Board of Directors of the Association in its sole discretion. Except as otherwise required by law following reasonable efforts under the circumstances to so notify the Association and provide an opportunity for the Association to intervene or object, Employee will at no time disclose to anyone any Confidential Information without consulting with the NRA President and Executive Vice President.
- c) Employee agrees not to make, or induce any other person or entity to make any public statement intended to criticize or disparage the Association, or any of its affiliates, or any of their respective officers, managers, directors, or employees. Nothing herein shall be construed to prohibit any person from responding truthfully when required by law, subpoena, or court order.
- d) Employee understands with terms herein regarding confidentiality and agrees to abide with provisions related to confidentiality, non-disparagement and shall require Employee to return all payments made as an inducement for Employee entering this agreement.
6. Indemnification. The NRA hereby indemnifies and shall hold harmless Employee from any liability, claim, loss or cause of action, including attorneys' fees and costs, arising from or out of employment by, or affiliation with, the Association in any capacity, including in any fiduciary capacity, to the maximum extent permitted by applicable law, provided, however, that no indemnification shall be provided in the event of Employee's gross negligence or willful misconduct. Employee shall be entitled to advancement of expenses in the event an indemnifiable event occurs or is threatened upon written notice to the Association of such event. Employee may be represented in any such matter by counsel of Employee's choice. The Association (or an affiliate) shall obtain directors' and officers' or general liability insurance coverage that is reasonable in light of the risks associated with its projects and activities that will cover its indemnity obligations to Employee hereunder.
7. Entire Agreement. The Agreement constitutes the entire agreement between Association and Employee with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or verbal agreements and understandings between the parties in connection with the subject matter hereof (expressly including the parties' agreement last signed on May 17, 2017), with the exception of any and all post-employment restrictive covenants that survive the termination of Employee's employment and any trade secret, confidentiality and non-competition agreements or covenants which Employee may be



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subject to, which covenants shall remain in full force and effect and are hereby confirmed and ratified.

8. Successors and Assigns. Neither party may assign any rights or obligations hereunder without prior written consent of the other party and any attempt to assign such rights or obligations to any third party without such prior consent shall be null and void. Subject to the prior sentence, this Agreement is binding upon, and shall inure to the benefit of Employee and the NRA and their respective heirs, executors, administrators, successors and permitted assigns.
9. Survival. Sections 3(c), 5, 6, 7 and 9 of this Agreement shall survive the termination of this Agreement.
10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principles of conflicts of laws.
11. Arbitration. Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of the arbitration shall be Fairfax, Virginia.
12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held by a court of competent jurisdiction to be prohibited by, or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without impairing or invalidating the remainder of such provision or the remaining provisions of this Agreement.
13. Amendment and Waiver. This Agreement may be amended only by a written agreement signed by both parties. No Failure to exercise and no delay in exercising, on the part of either party, any right, remedy or power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any rights, remedies, power and privileges provided by law or at equity.
14. Notices. All notices required or permitted to be given hereunder shall be in writing and (a) personally delivered, (b) sent by international air courier service with confirmation of delivery requested, or (c) by electronic or facsimile transmission, addressed as follows:

If to Association:

General Counsel
National Rifle Association of America
11250 Waples Mill Road
Fairfax, VA 22030

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If to Employee:

Michael O'Connor, Esq.
Williams & Connolly
725 12th Street, NW
Washington, DC 20005

Or to such other address as a party may, from time to time, designate in writing in accordance with the terms of this section. All such notices or other communications shall be deemed to have been given and received (a) upon receipt if personally delivered, (b) when delivery is confirmed if sent by courier, and (c) when confirmed (either orally or in writing) if sent by facsimile or electronically.

- 15. Headings. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.
- 16. Interpretation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural.
- 17. Counterparts. This agreement may be executed in counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. If a copy or counterpart of this Agreement is originally executed and such copy or counterpart is thereafter transmitted electronically by facsimile or email transmission of a “.pdf” (or similar) file, such facsimile or “.pdf” document shall for all purposes be treated as if manually executed by the party whose signature so appears.
- 18. Other acknowledgements. By signing this Agreement Employee acknowledges: he has read and understands the terms of this Agreement and its effect; he has been advised and has had the opportunity to consult with an attorney before signing this Agreement; he has signed this Agreement voluntarily and knowingly in exchange for the consideration described herein, which he acknowledges as adequate and more than he is otherwise entitled; that he has no physical or mental impairment of any kind that has interfered with his ability to read and understand the meaning of this Agreement and its terms; and that he has relied only on the promises written in this Agreement and not any other promise.

BY SIGNING THIS AGREEMENT, THE PARTIES AFFIRM THAT THEY HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND THAT BY SIGNING THEY WAIVE CERTAIN LEGAL RIGHTS, AND AGREE THAT THIS AGREEMENT IS LEGALLY BINDING UPON THEM.

Handwritten signatures in black ink, including a signature that appears to be 'Michael O'Connor' and another signature.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

Employee

Chris W. Cox

Name: *Chris W. Cox*
Title: *Executive Director*
Date:

National Rifle Association

By: *Wayne LaPierre*

Name: Wayne LaPierre
Title: Executive Vice President
Date:

By: *Oliver L. North*

Name: Oliver L. North
Title: President
Date: *5 Jan 2019*

By: *Richard R Childress*

Name: Richard Childress
Title: 1st Vice President
Date: *1-5-2019*

By: *Carolyn Meadows*

Name: Carolyn Meadows
Title: 2nd Vice President
Date: *01-05-2019*

RL