

NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS

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Licensee agrees that neither this Agreement nor any of the rights granted hereunder shall be transferable or assignable to any other party without the express prior written permission of Licensor.

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The provisions of Section 3, 4, 5, 7, 8, 9 and 10 shall survive the termination of this Agreement.

In the event Licensor deems Licensee to be in breach of this agreement, Licensor shall provide written notice to Licensee specifying said breach and giving Licensee 10 days within which Licensee may cure said breach and avoid termination.

In the event this Agreement is terminated by virtue of Licensee's breach of the terms hereof, Licensee, immediately upon receipt of notice of termination or cancellation, shall destroy or return to Licensor, all copies of the Information furnished to Licensee by Licensor hereunder. Regardless of the reason for cancellation or termination of this Agreement, Licensee shall provide a written certificate, signed by an officer of Licensee, certifying that all copies of Information furnished Licensee by Licensor hereunder have either been returned to Licensor or destroyed and that, during the term of this Agreement, there have been no unauthorized disclosures or duplications of said Information.

SECTION 8. PUBLICITY

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SECTION 9. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration at Kansas City, Missouri, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. All arbitration proceedings shall be conducted in the English language.

SECTION 10. 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.

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THIS AGREEMENT CONTAINS A PROVISION FOR BINDING ARBITRATION.