Exhibit A

Confidentiality Agreement

_____, hereinafter referred to as "Contractor," acknowledges and agrees that it has been hired, or is filing a proposal to be hired, as an independent contractor of the **Alabama Department of Insurance** ("Licensee"). Contractor acknowledges and agrees that this agreement (the "Agreement") confirms the manner in which Contractor will treat the Wolters Kluwer Tax and Accounting ("Wolters Kluwer") proprietary software system known as Wolters Kluwer Tax and Accounting TeamMate®, among other matters.

1.   Proprietary Information.   Contractor acknowledges and agrees that Wolters Kluwer's TeamMate software (including without limitation the computer programs comprising the system, the source code and object code related thereto and all related documentation, tools, and templates), as any of the foregoing may be modified for, by or on behalf of Licensee or otherwise, now or in the future, is the confidential and proprietary information of Wolters Kluwer ("Proprietary Information"). Contractor shall keep in confidence and prevent the unauthorized duplication, use and disclosure of Proprietary Information. Proprietary Information may only be used for the purpose of assisting Licensee with its authorized use of this software.   The Proprietary Information may not be used to compete with Wolters Kluwer, including without limitation to invent, create, modify, adapt, manufacture or provide any computer software product, feature or enhancement, or service that would compete with or be used in lieu of Wolters Kluwer's computer software products or services. Proprietary Information may not be copied; may not be removed from Licensee's premises; and may not be disclosed to third parties, except to: (1) full-time employees of Licensee and Contractor, who have a need-to-know it in connection with Licensee's authorized use; and (2) regulatory authorities under an express obligation of confidentiality. Without limiting the foregoing restrictions, Contractor shall, upon completion of its services to Licensee or otherwise upon demand, at Wolters Kluwer's option either return to Wolters Kluwer or destroy and certify in writing to Wolters Kluwer the destruction of any and all documents, papers and materials and notes thereon in Contractor's possession.

2.   Limited Access. Contractor shall limit access to Proprietary Information to only those third parties authorized under paragraph 1 above and those of its employees having a need-to-know it in connection with Licensee's authorized use and shall limit further dissemination within Contractor to this group of employees. When Proprietary Information is disclosed to any of these employees, Contractor shall inform them in writing of the claim of proprietary status for the Proprietary Information, and the restrictions on duplication, use and dissemination, and disclosure to third parties contained in this Agreement, and ensures that they abide by all such restrictions.

3.   Liability and Injunctive Relief.   Contractor agrees that it shall protect the confidentiality of the Proprietary Information through the exercise of (1) the precautions set forth in this Agreement and (2) no less protection and care than it customarily uses in preserving and safeguarding its own proprietary information. Contractor acknowledges that Wolters Kluwer shall suffer irreparable damage in the event of a breach or threatened breach of any provision of this Agreement. Accordingly, in such an event, Wolters Kluwer shall be entitled to preliminary and final injunctive relief, as well as any and all other applicable remedies of law or equity, including the recovery of damages.

4.   Loss of Status. Notwithstanding anything to the contrary contained in this Agreement, Contractor shall not be obligated to treat as confidential and proprietary any information disclosed which:

a.   is or becomes publicly available without breach of this Agreement by Contractor;

b.   is rightfully obtained by Contractor without any restriction from third parties not under any obligation of confidentiality;

c.   is compelled by law to be released by Contractor in response to a subpoena, court order or other legal process and is not subject to a protective order or other standard of confidentiality; provided, that if disclosure is purportedly compelled by law to be released, Contractor shall promptly inform Wolters Kluwer and, prior to disclosure, shall take, at the expense of Wolters Kluwer, all reasonable, legal steps to oppose such disclosure; and provided that disclosure may be made only to the extent expressly required under such subpoena, court order or other legal process; or

d.   is rightfully known to Contractor (as evidenced by Contractor's files), without obligation of confidentiality or is developed by Contractor without reliance on Proprietary Information.

5.   No License. Contractor acknowledges and agrees that: (1) the Proprietary Information contains valuable trade secrets; (2) the Proprietary Information is the property of Wolters Kluwer; and (3) all rights to Proprietary Information are reserved by Wolters Kluwer. No license, express or implied, by estoppel or otherwise, under any trade secret right, trademark, patent, copyright or other proprietary right or applications which are now or may hereafter be owned by Wolters Kluwer, is granted by the disclosure of information under this Agreement.

6.   Entire Agreement and Amendments. This Agreement constitutes the entire agreement on this subject matter between Contractor and Wolters Kluwer. All prior agreements, understandings and proposals, oral or written, between Contractor and Wolters Kluwer relating to this subject are superseded by this Agreement. This Agreement may only be modified or amended by a writing signed by both parties. Both parties explicitly acknowledge and agree that all subsequent oral agreements, oral understandings and oral proposals are null and void. Contractor's obligations under this Agreement shall survive termination of this Agreement for any reason.

7.   Waiver and Severability. No provision of this Agreement shall be waived and no breach excused unless the waiver or consent is in writing and is signed by the party that is claimed to have waived or consented. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions shall continue in full force and effect as if the Agreement had been executed without the invalid provision.

8.   Applicable Law. This Agreement shall be governed by law of the State of Alabama, without regard to its choice of laws rules.

9.   Publicity. Contractor agrees to keep the terms and conditions of this Agreement confidential. Disclosure to third parties is prohibited without Wolters Kluwer's prior written consent.

If the foregoing accurately reflects your understanding of our confidentiality and nondisclosure agreement, please execute and return the enclosed copy of this Agreement.

(this section for contractor)

ACCEPTED AND AGREED TO THIS _____ day of _____, 2011.

Print Name of Organization: _____

Sign Name: _____

Print Individual's Name: _____

Print Title: _____

(this section for State Insurance Department)

ACCEPTED AND AGREED TO THIS _____ day of _____, 2011.

Alabama Department of Insurance

_____
Jim L. Ridling
Commissioner of Insurance