

your
annuity&life
retirement designers

LICENSING REQUIREMENTS

Please include the following requirements and Fax to **888.207.9489**
Or E-Mail to **contracting@retiredesign.com**

Contracting Requirements

- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered “yes” to any question re: special circumstances, please include an Explanation Document.

Training Requirements

- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the Carrier Product Training PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.

<https://aml.limra.com>

Username: First four letters of last name and last six of the social - all lowercase

Password: First time users will use the last name (lowercase)

Licensing Questions please call:

800.931.0138

www.RetireDesign.com

**2006 Contract Series
GENERAL AGENT
Requirements Checklist**

- General Agent Contract
- Profile Form *"Yes" answers on Profile - provide additional information.*
- Disclosure Form
- GA Compensation Form
- Direct Deposit Form
- Proof of E & O

Profile form

Complete this form to apply to be contracted and appointed with MetLife.

Metropolitan Life Insurance Company (MLIC) MetLife Insurance Company USA (MICUSA)

Things to know before you begin

- **Pre-contracting states** (*DE, FL, IN, KS, MO, MT, OR, PA and PR*) require a producer to be licensed and contracted with MLIC and/or MICUSA before product application execution.

Form is not an authorization to assign commissions

SECTION 1: Contract types

Please check the appropriate coverage(s) for which you are requesting contracting:

Individual Disability: Producer Corporation Individual Life: Producer Corporation

Contract type (*Life only*): Signor Broker GA MGA BGA

SECTION 2: Producer/Corporate information

Producer

| | | | |
|--------------------------------------|---------------|----------------|--------------------|
| First name | Middle name | Last name | SSN |
| Date of birth (<i>mm/dd/yyyy</i>) | Email address | Resident State | Non-resident State |
| Resident address | City | State | ZIP |
| Business address (<i>required</i>) | City | State | ZIP |

Corporate

| | | | |
|--------------------------------------|----------------|--------------------|-----|
| Corporate name | TIN | Phone number | |
| Principal officer name | Resident State | Non-resident State | |
| Business address (<i>required</i>) | City | State | ZIP |

SECTION 3: Signature

- I hereby certify that I have read and understand the items on this form and that my answers are true and completed to the best of my knowledge. I have been advised that MLIC and/or its affiliates (*collectively "MetLife"*) may conduct investigations in connection with my request to represent MetLife in the solicitation of certain insurance products. I authorize an inquiry to be made of all sources deemed appropriate by MetLife for the purpose of obtaining information concerning my business practices and ethics, background, credit history, and financial status, including, but not limited to, my record, if any, on file with the FINRA Central Records Depository. Any information that MetLife may obtain about me will be treated as confidential and may be shared with the appointing General Agent, if necessary. I release the broker/dealer and/or its agents and any person or entity, which provide information pursuant to this authorization, from any and all liabilities, claims or lawsuits in any matter related to the information obtained from any and all of the above referenced sources.
- I understand that no right to commission or compensation shall arise or exist until I have been appointed.

CA Residents Only: I would like to receive a copy of any Consumer or Investigative Consumer Report by MetLife.

| | | |
|------------------|------------------------|----------------------------|
| Sign Here | Signature of Applicant | Date (<i>mm/dd/yyyy</i>) |
|------------------|------------------------|----------------------------|

Don't forget to sign and submit the Fair Credit Reporting Act with this form



SECTION 4: How to submit this form

Mail:

MetLife DI/Life
Contracting 18210 Crane Nest Drive
Bldg. 4, 5th floor
Tampa, FL 33647

DI Lic/Contracting Fax:

855-284-0805

Life Lic/Contracting Fax:

908-552-3740

We're here to help**DI Lic/Contracting Hotline:**

Phone: 1-866-638-4434, Option 4

Email: DIContract@metlife.com

Life Lic/Contracting Hotline:

Phone: 1-877-638-0411, Option 4

Email: LifeContracting@metlife.com



Fair Credit Reporting Act

Submit this signed form with the Profile Form to apply to be contracted and appointed with MetLife.

Form required for contracting application consideration

SECTION 1: Signature and Agreement

I understand I have the right to make, within a reasonable amount of time, a written request for details on the name and address of the agency making the report. I further understand that depending on the state law, subjects of an investigative consumer report may have the right to: 1) request that they be interviewed in connection with the making of the report; 2) receive a copy of the report, upon request. I understand that if any of the material information I provided is found to be incorrect or incomplete, MetLife may at its discretion not appoint and/or contract with me or may terminate my appointment and/or contract.

Printed name of Applicant

First name

Middle name

Last name

Last four of SSN

Sign Here

Signature of Applicant

Date (mm/dd/yyyy)



GA COMPENSATION FORM

(This form determines Personal Production for the GA and is completed by the MGA or BGA)

SECTION ONE: ~ Agency Information

| | |
|----------------------------------|-------------------------------|
| Name of GA: _____ | Tax ID# (TIN/SSN): _____ |
| Name of Recruiting Agency: _____ | Recruiting Agency Code: _____ |

SECTION TWO: ~ Compensation:

For All States, Other Than New York - Select one choice immediately below and follow instructions for your choice.

- GA to receive maximum basic compensation. Complete bonus rate and proceed to section three.
- GA to receive minimum basic compensation only. Complete bonus rate and proceed to section three.
- Enter total percentage for basic compensation below for each product category and complete bonus.

| PRODUCT CATEGORY | Min-Max | FY Target Basic Comp (Whole % only) | Min-Max | FY Excess Basic Comp (Quarter % only) | Min-Max | Renewals Basic Comp Years 2-10 Quarter % only (except PAUL Whole % only Yrs 2-25) | Min-Max | Service Fees Years 11+ (Quarter % only) | Asset Trail |
|--|--------------------|--|-------------------|--|----------------------|--|-------------------|---|-------------|
| Category I | | | | | | | | | |
| GAUL, LASUL, PUL, MSF | 50%-See MGA/BGA | | 0%-See MGA/BGA | | 0%-See MGA/BGA | | 0%-See MGA/BGA | | |
| PAUL | 5%-See MGA/BGA | | 0% | 0% | | | | | |
| PAUL Year 2-25 | | | | | 0%-See MGA/BGA | | | | |
| PAUL Year 26+ | | | | | | | 0%-See MGA/BGA | | |
| PAUL Year2+ ⁵ | | | | | | | | | 0.75% |
| Category II | | | | | | | | | |
| GLT 15, 20 ¹ | 40%-See MGA/BGA | | | | 0%-See MGA/BGA | | | | |
| GLT 30 ¹ | 40%-See MGA/BGA | | | | 0%-See MGA/BGA | | | | |
| Category III | | | | | | | | | |
| GLT 10 ¹ | 40%-See MGA/BGA | | | | 0%-See MGA/BGA | | | | |
| OYT with Convertible & Renewable Options Rider ² | 3%-See MGA/BGA | | | | | | | | |
| Category IV | | | | | | | | | |
| PWL 100, 120 ³ PWL Select 65 ⁴ | 50%-See MGA/BGA | | | | | | | | |
| PWL 100, 120 ³ PWL Select 65 ⁴ Year 2 | | | | | 0%-See MGA/BGA | | | | |
| PWL 100, 120 ³ PWL Select 65 ⁴ Year 3-10 | | | | | 0%-See MGA/BGA | | | | |
| PWL Select 10 | 20%-See MGA/BGA | | | | | | | | |
| PWL Select 10 Year 2 | | | | | 0%-See MGA/BGA | | | | |
| PWL Select 10 Year 3-10 | | | | | 0%-See MGA/BGA | | | | |
| PWL Select 20 | 50%-See MGA/BGA | | | | | | | | |
| PWL Select 20 Year 2 | | | | | 0%-See MGA/BGA | | | | |
| PWL Select 20 Year 3-10 | | | | | 0%-See MGA/BGA | | | | |
| Category V | | | | | | | | | |
| PAIR Enricher Option, Flex Term Rider above G85 | 0%-See MGA/BGA | | | | 0%-2%-See MGA/BGA | | | | |

Bonus Rate for Section Two (Year 1 bonus can only be shared in 1% increments)

UNIVERSAL LIFE BONUS RATE^A - % of Premium:

WHOLE LIFE BONUS RATE^{C,D,E} - % of Premium:

TERM BONUS RATE^F - % of Premium:

PREMIER ACCUMULATOR UNIVERSAL LIFE BONUS RATE^B - Expressed only in Whole Percentage - % of Premium:

GA COMPENSATION FORM

(This form determines Personal Production for the GA and is completed by the MGA or BGA)

SECTION THREE: ~ Compensation – For New York Only - See selections immediately below:

Refer to “2006 Contract Series Brochure” for details on ERA, Overrides and Service Fees.

*Personal Production will not exceed NY Compensation Limits in all states.

| PRODUCT CATEGORY | FY Target Basic Comp | FY ERA * (Whole % only) | FY Excess Basic Comp | FY Excess ERA (Quarter % only) | Renewals Basic Comp Years 2-10 | Renewals Override Years 2-10 Quarter % only (except PAUL Whole % only Yrs 2-25) | Service Fees Basic Comp Years 11+ | Service Fees Years 11+ (Quarter % only) | Asset Trail |
|--|----------------------|----------------------------|----------------------|-----------------------------------|-----------------------------------|--|--------------------------------------|--|-------------|
| Category I | | | | | | | | | |
| GAUL, LASUL, PUL, MSF | 50% | | 3% | | 3% | | 1% | | |
| PAUL | 5% | | 0% | 0% | | | | | |
| PAUL Year 2-25 | | | | | 3% | | | | |
| PAUL Year 26+ | | | | | | | 1% | | |
| PAUL Year 2+ ⁵ | | | | | | | | | 0.75% |
| Category II | | | | | | | | | |
| GLT 15, 20 ¹ | 50% | | | | | | | | |
| GLT 15, 20 ¹ Year 2 | | | | | 1% | | | | |
| GLT 15, 20 ¹ Year 3-10 | | | | | 1% | | | | |
| Category III | | | | | | | | | |
| GLT 10 ¹ | 50% | | | | | | | | |
| GLT 10 ¹ Year 2 | | | | | 1% | | | | |
| GLT 10 ¹ Year 3-10 | | | | | 0% | | | | |
| OYT with Convertible & Renewable Options Rider ² | 4% | | | | | | | | |
| Category IV | | | | | | | | | |
| PWL 100, 120 ³ PWL Select 65 ⁴ | 50% | | | | | | | | |
| PWL 100, 120 ³ PWL Select 65 ⁴ Year 2 | | | | | 3% | | | | |
| PWL 100, 120 ³ PWL Select 65 ⁴ Year 3-10 | | | | | 2% | | | | |
| PWL Select 10 | 30% | | | | | | | | |
| PWL Select 10 Year 2 | | | | | 3% | | | | |
| PWL Select 10 Year 3-10 | | | | | 2% | | | | |
| PWL Select 20 | 50% | | | | | | | | |
| PWL Select 20 Year 2 | | | | | 3% | | | | |
| PWL Select 20 Year 3-10 | | | | | 2% | | | | |
| Category V | | | | | | | | | |
| PAIR Enricher Option, Flex Term Rider above G85 | 1% | | | | 1% | | | | |

NY Bonus Rate for Section Three

PREMIER ACCUMULATOR UNIVERSAL LIFE BONUS RATE^B - Expressed only in Whole Percentage – % of Premium:

The Year 1 bonus can only be shared in 1% increments.

YEAR 2 BONUS RATE^{E,G} - Expressed only in Quarter Percentage – % of Premium:

The Year 2 bonus can only be shared in .25% increments.

GA COMPENSATION FORM

(This form determines Personal Production for the GA and is completed by the MGA or BGA)

The MetLife contract is fully and immediately vested in all first year and renewal compensation. Service Fee are not vested upon termination.

No commissions will be paid on Term Conversion Credits

¹For applications dated 11/15/2010 and later, Term commissionable premium excludes Policy Fee, SRC/Flat Extra applied for 5 years or less.

²**OYT** is commissionable only if the **Convertible & Renewable Options Rider (CRO)** is present at issue. There is no Policy Fee associated with the **OYT** product. For **OYT** policies with the **Convertible & Renewable Options Rider**, when the rider is dropped in the first year, 100% of all previously generated commissions will be charged back.

³For **Promise Whole Life 100** and **Promise Whole Life120** Whole Life products, the commission rate will be reduced by 50% in all years when the base policy face amount is \$20 million or more at issue. This restriction does not apply to **Promise Whole Life Select 10, Promise Whole Life Select 20, and Promise Whole Life Select 65** Whole Life products.

⁴For **Promise Whole Life Select 65**, first year commissionable premium equals the Benchmark (B.P.) which is printed in the footer of the new business illustration. The B.P. calculation factors in the Policy Fee and Long Term SRC/Flat Extras but excludes Short Term SRC/Flat Extras. Year 2+ commissionable premium includes the Policy Fee and Long Term SRC/Flat Extras but excludes Short Term SRC/Flat Extras.

⁵**Premier Accumulator UL** asset trails are payable if the policy is in force on the policy anniversary (not lapsed or surrendered). **Premier Accumulator UL** asset trails are paid annually beginning at the end of the 2nd policy year. Trails will be paid on the policy cash value, net of loan and loan interest. For **Premier Accumulator UL** .25% asset trails in years 2-25 are not vested and .75% asset trails in years 26+ are not vested.

^AFor those products in Category I, 100% first year paid non-variable UL target commissionable premium is paid in the applicable calendar year except for **Premier Accumulator UL** product.

^B**Premier Accumulator UL** is paid on 100% first year paid non-variable target commissionable premium in the applicable calendar year.

^CFor **Promise Whole Life 100** and **Promise Whole Life120** Whole Life products, the commission and bonus rate will be reduced by 50% in all years when the base policy face amount is \$20 million or more at issue. This restriction does not apply to **Promise Whole Life Select 10, Promise Whole Life Select 20, and Promise Whole Life Select 65** Whole Life products. **PAIR Enricher Option** and **Flex Term Rider above G85** are not eligible for Bonus.

^DFirst year bonus for **Promise Whole Life 100** and **Promise Whole Life120** is paid on 100% of the first year paid commissionable Whole Life premium and 100% of the first year paid commissionable **Flexible Term Rider premiums up to the G85**. First year bonus for **Promise Whole Life Select 10** is paid on 46.2% of the first year paid commissionable Whole Life premiums. First year bonus for **Promise Whole Life Select 20** is paid on 76.9% of the first year paid commissionable Whole Life premiums. First year bonus for **Promise Whole Life Select 65** is paid on the Benchmark Premium (B.P.) which is printed in the footer of the new business illustration.

^EFor **Promise Whole Life 100** and **Promise Whole Life120** Whole Life products, the bonus rate will be reduced by 50% in all years when the base policy face amount is \$20 million or more at issue. This restriction does not apply to **Promise Whole Life Select 10, Promise Whole Life Select 20, and Promise Whole Life Select 65** Whole Life products.

^F**OYT** policies without the **Convertible & Renewable Options Rider** are not eligible for Bonus. For **OYT** policies with the **Convertible & Renewable Options Rider**, when the rider is dropped in the first year, 100% of all commission and bonus previously generated will be charged back.

^G**Premier Accumulator UL**, in Category I, is not eligible. For all other products in Category I, the **Promise Whole Life 100, Promise Whole Life 120** and **Whole Life Select 65** bonus will be paid on 100% of the second year paid commissionable target premium. For **Promise Whole Life Select 10** the bonus will be paid on 20% of the second year paid commissionable premium. For **Promise Whole Life Select 20** the bonus will be paid on 60% of the second year paid commissionable premium. For those products in Category II and III, excluding **OYT**, the bonus will be paid on 100% of the second year paid commissionable premium on applications dated 11/15/2010 and later. **OYT, GLT30, PAIR Enricher Option, Flex Term Rider above G85** and **Premier Accumulator UL** are not eligible for Year 2 Bonus.

Product Key:

| | |
|-------------------------------|--|
| GAUL - Guarantee Advantage UL | PAIR - Enricher Option |
| LASUL - Legacy Advantage SUL | PWL 100 - MetLife Promise Whole Life 100 |
| PUL - Provider UL | PWL 120 - MetLife Promise Whole Life 120 |
| MSF - Secure Flex UL | PWL Select 10 - Promise Whole Life Select 10 |
| PAUL - Premier Accumulator UL | PWL Select 20 - Promise Whole Life Select 20 |
| GLT - Guarantee Level Term | PWL Select 65 - Promise Whole Life Select 65 |
| OYT - One Year Term | FTR - Flexible Term Rider |

| | |
|--------------------------|---|
| <input type="checkbox"/> | Annualization is requested. Applicable only if direct management level (BGA/MGA/GA) has approved annualization. Additional requirements may be needed. |
|--------------------------|---|

SECTION FOUR: ~ Signature

| | | |
|---|------------------------|---------------|
| _____ Signature of Recruiting Agency Principal | _____ Email Address | _____ Date |
|---|------------------------|---------------|

| | | |
|--|-----------------------|---------------|
| _____ Printed Name of Recruiting Agency Principal | _____ Phone Number | _____ Date |
|--|-----------------------|---------------|

For questions contact the Compensation Department at 877-638-0411 option 5, then option 3 or send an email to lifecompensation@metlife.com. Please FAX this form along with the completed Management Profile Form, the contract with signed contract signature page, and all other attachments to: MetLife Investors Contracting at 908-552-3740 or send an email to lifecompensation@metlife.com.

Direct Deposit Application

SECTION I - Registered Representative Information

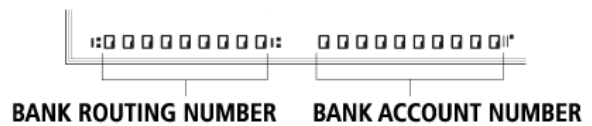
Please Print Or Type All Information

Firm Name Social Security or Tax ID Number
Representative - First Name Middle Name Last Name
Primary Phone Number E-mail
Address City State Zip
Broker Identities (if applicable) Sales Office/Branch# (if applicable) Agency ID# (Auto & Home Only) AHI

SECTION II - Bank Account Information

Action: [] Enroll [] Change [] Cancel
Account Holder - First Name Middle Name Last Name
Bank Name City State Zip
Account Type: [] Checking [] Savings
Bank Routing Number (ABA) 9-Digit Bank ID Number Bank Account Number (DDA)

(TSS/WSS Only: Void check or savings deposit slip required with submission. No corporate or starter checks allowed)



SECTION III - Authorization

By the signature(s) set forth herein, I/we hereby authorize MetLife to deposit my/our compensation payments directly to the Individual/Corporate Account at the Depository set forth herein. I/we hereby authorize the Depository to accept such deposits and post them to my/our Individual/Corporate Account. This authorization will remain in full force and effect until MetLife has received written notification of its termination in such time and manner as to afford MetLife and my/our Depository a reasonable opportunity to act on it. THIS AUTHORIZATION MAY BE REVOKED ONLY BY NOTIFYING METLIFE IN THE MANNER SPECIFIED IN THIS AUTHORIZATION FORM. Furthermore, MetLife has the authority to discontinue the direct deposit service with a 30-day advance notice of such termination.

MetLife shall be entitled to rely upon all Depository information provided on this form (e.g., Depository Name, Depository Account Number, etc.) for as long as this arrangement remains in effect, and MetLife shall incur no liability or loss whatsoever as a result of relying on any such information. MetLife shall not be required to verify the accuracy of any Depository information (including but not limited to the name on the Depository account) and may rely solely on the Depository account number even if the number identifies a person other than me/us. I/we understand that MetLife's liability under the commission schedule/producer agreement is fully satisfied by virtue of the direct deposit made, and MetLife is not responsible if someone withdraws such funds. If for any reason the Depository information changes, it is agreed that it is the sole responsibility of the Account holder(s) to give written notice to inform MetLife as soon as possible of any change, but not less than ten (10) business days prior to the effective date of such change. When changing Depository accounts, it is understood that the current account will be left open until the initial deposit is made into the new account.

Authorized Signature Date
Print Name - First Middle Name Last Name

Return Form To (please select the area from the options below):

MetLife Auto & Home

IA Sales Support - 1B
700 Quaker Lane
Warwick, RI 02886
Phone: 800-638-3012
Fax: 866--283-0570
E-mail: mahsalessupport@metlife.com

Individual Distribution-Met

Phone: 732-893-3336
Fax: 732-893-6334
E-mail: MLBrokerageComp@metlife.com

Long Term Care

MetLife LTC
P.O. Box 64911
St. Paul, MN 55164
Phone: 888-566-3761
Fax: 952-918-5086

**Individual Life & Annuity
Compensation**

Phone: 877-638-0411 options 5 & 3
Fax: 860-656-3346
E-mail: lifecompensation@metlife.com

Institutional

Fax: 800-556-9430
E-mail: ProducerServices@metlife.com

Individual Distribution-NEF

Phone: 800-556-9430
E-mail: NEF_FLD_Comp@MetLife

**Tower Square &
Walnut Street Securities**

Phone: 732-893-3241
Fax: 732-893-6355

MetLife Resources-MLR

Fax: 860-656-3346
E-mail: lifecompensation@metlife.com

**Individual Distribution-MET-UBA
Brokers**

Fax: 732-893-6333
E-mail: fieldpayroll@metlife.com

**(TSS/WSS Only: Void check or
savings deposit slip required
with submission. No corporate
or starter checks allowed)**

General Agent Agreement

This GENERAL AGENT AGREEMENT ("Agreement") is made and entered into as of the date set forth on the signature page for this Agreement by and between METROPOLITAN LIFE INSURANCE COMPANY ("MLIC"), an insurance company organized and existing under the laws of the State of New York and METLIFE INSURANCE COMPANY USA ("MICUSA"), an insurance company organized and existing under the laws of the State of Delaware, and the person or entity designated as the General Agent on the signature page of this Agreement ("General Agent").

RECITALS

WHEREAS, MLIC and MICUSA (collectively "MetLife") are insurance companies that may market, sell and administer life insurance, health insurance and annuity products;

WHEREAS, General Agent sells insurance products through intermediaries (the "Brokers"), and may personally sell insurance products, and performs various functions in connection with the sale of insurance products through Brokers, including, without limitation: (1) promoting products to Brokers; and (2) acting as the liaison between insurance companies and Brokers; and

WHEREAS, General Agent wishes to sell certain MetLife insurance and annuity products ("MetLife Products"), and MetLife wishes to authorize General Agent to offer and sell MetLife Products and perform the functions with respect to the MetLife Products set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. The following terms, when used in this Agreement, shall have the meanings set forth in this Article. Other terms may be defined throughout this Agreement. Definitions shall be deemed to refer to the singular or plural as the context requires.

- (a) "Applicable Law" means any law (including common law), order, ordinance, writ, statute, treaty, rule or regulation of a federal, state or local domestic, foreign or supranational governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission or other governmental, regulatory or self-regulatory entity and includes, but is not limited to, state insurance laws and regulations, the Gramm-Leach-Bliley Act and other federal and state consumer privacy laws and regulations, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and related federal regulations.
- (b) "Business Day" means any day other than a Saturday, Sunday or federal legal holiday.



- (c) "Customer Information" means information in electronic, paper or any other form that General Agent or its Representatives obtained, had access to or created in connection with its obligations under this Agreement regarding individuals who applied for or purchased MetLife Products. Customer Information includes Nonpublic Personal Information, as defined below in paragraph (f), and Protected Health Information, as defined in paragraph (h). Customer Information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased a MetLife product. Customer Information does not, however, include information that is (1) generally available in the public domain and is derived or received from such public sources by General Agent; (2) received, obtained, developed or created by the General Agent independently from the performance of its obligations under this Agreement; (3) disclosed to the General Agent by a third party, provided such disclosure was made to General Agent without any violation of an independent obligation of confidentiality or Applicable Law of which the General Agent is aware.
- (d) "Marks" has the meaning ascribed to such term in Section 10.2.
- (e) "MetLife Products" means the MetLife insurance and annuity products identified in Schedule 3.1.
- (f) "Nonpublic Personal Information" means financial or health related information by which a financial institution's consumers and customers are individually identifiable, including but not limited to nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act and regulations adopted pursuant to that Act.
- (g) "Parties" means General Agent and MetLife.
- (h) "Protected Health Information" or "PHI" refers to information related to individuals who have applied for, have purchased or are insured under MetLife products that are considered to be health plans subject to HIPAA, such as MetLife's long-term care insurance policies and riders, for the purposes of this Agreement and, consistent with regulations issued pursuant to HIPAA. PHI is defined as individually identifiable information that is transmitted or maintained in any medium and relates to: the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or future payment for the provision of health care to the individual. This definition of PHI includes demographic information about the individual, including, but not limited to, names, geographic subdivisions smaller than a state (including but not limited to street addresses and ZIP codes); all elements of dates (except year) for dates directly related to an individual, including but not limited to birth date; telephone numbers; fax numbers; electronic mail (E-mail) addresses; Social Security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers;



Web Universal Resource Locators (URL's); Internet Protocol (IP) address numbers; biometric identifiers, including finger and voice prints; full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code.

- (i) "Representative" means any officer, director, employee, affiliate, subsidiary, agent of a Party, and additionally, in the case of General Agent, any Broker.

ARTICLE II
OBLIGATIONS OF GENERAL AGENT

Section 2.1. Promotion and Sale of MetLife Products. General Agent shall promote, market and sell MetLife Products. In order to meet its obligations under this Section 2.1, General Agent shall, among other things, endorse MetLife Products to the Brokers contracted by MetLife, facilitate MetLife's reasonable access to the Brokers contracted by MetLife, and shall promptly provide MetLife-contracted Brokers with promotional materials and other materials provided to General Agent by MetLife.

Section 2.2. Licensing. General Agent shall offer MetLife Products only in those states where it has valid licenses (to the extent licensing is required) at the time of solicitation and sale, has completed legally required educational requirements, if any, and is otherwise in good standing with each state agency that regulates the sale of the MetLife Products. General Agent shall take reasonable steps to ensure that each Broker contracted by MetLife offers MetLife Products only in each jurisdiction where the Broker has all required licenses at the time of solicitation and sale, has completed legally required educational requirements, if any, and is otherwise in good standing with each state agency that regulates the sale of the MetLife Products. General Agent must promptly give written notice to MetLife if the General Agent's or any MetLife-contracted Broker's license is canceled, suspended, or revoked, or if General Agent or a MetLife-contracted Broker is otherwise placed under a legal prohibition from offering the MetLife Products or other similar products in one or more jurisdictions.

Section 2.3. Recruiting Brokers for MetLife. General Agent shall recruit Brokers for contracting with MetLife. When presenting a Broker to MetLife for contracting, General Agent shall provide to MetLife in writing any relevant information General Agent has, or is requested to obtain, concerning the Broker being presented for contracting, including, but not limited to, the following: (1) convictions; (2) customer complaints; (3) regulatory inquiries and fines; and (4) litigation.

Section 2.4. MetLife Materials. To the extent that General Agent or any Broker uses brochures, other promotional materials and literature, and training material in connection with marketing or servicing MetLife Products, or that mention MetLife, its products or services in any way ("MetLife Materials"), such materials shall only be used with the prior written approval of MetLife. Similarly, General Agent shall not use any information related to MetLife or MetLife Products on any Web site without the prior written consent of MetLife. Any requests for written approval of materials for use by either General Agent or a Broker shall be submitted in writing by General Agent to MetLife.



Section 2.5. Disclosure of Relationship with MetLife and Disclosure of Compensation. If and as required by Applicable Law, General Agent shall disclose in writing to each applicant for a MetLife Product, and shall take reasonable steps to ensure that each Broker discloses in writing to each applicant for a MetLife Product, General Agent’s and Broker’s relationship with MetLife and the compensation, and anything of value, General Agent or Broker receives from MetLife for the services performed under this or any other Agreement. MetLife reserves the right to disclose to its purchasers of MetLife Products, and potential purchasers of MetLife products, details regarding compensation, and anything of value, it, and any MetLife affiliate, may pay to General Agent and any Broker, or any of their respective affiliates, under this Agreement and any other agreement.

Section 2.6. Suitability. General Agent shall ensure that each sale of MetLife Products covered by this Agreement which is proposed or made personally by General Agent is appropriate for and suitable to the needs of the person to whom General Agent made the sale, at the time the sale is made, and suitable in accordance with Applicable Law governing suitability of insurance products. General Agent shall take reasonable steps to ensure that each sale of MetLife Products covered by this Agreement, which is proposed or made by a Broker, is appropriate for and suitable to the needs of the person to whom the Broker made the sale, at the time the sale is made, and suitable in accordance with Applicable Law governing suitability of insurance products. Prior to presentation of an application for a MetLife Product to an individual, General Agent shall deliver, and shall take reasonable steps to ensure that each Broker delivers, to the applicant any and all notices or other written documents required, either by Applicable Law or by MetLife, for delivery at or prior to the time of application, including, without limitation, any legally and MetLife-required suitability forms and any legally-required shoppers’ or buyers’ guide.

Section 2.7. Replacement. General Agent shall not, and shall take reasonable steps to ensure that each Broker shall not engage in the systematic replacement of any insurance products, including the replacement of MetLife Products. Consistent with Applicable Law, General Agent shall, and shall take reasonable steps to ensure that each Broker shall, make necessary inquiries to each applicant for a MetLife Product as to any insurance already in effect for the applicant and, upon determination that a prospective sale involves the replacement of existing coverage, General Agent shall, and shall take reasonable steps to ensure that each Brokers shall furnish the applicant with and effect proper execution and retention of any replacement notices and information as required by Applicable Law.

Section 2.8. Marketing and Underwriting. General Agent shall, and shall take reasonable steps to ensure that each Broker shall, comply with all marketing and underwriting guidelines of MetLife applicable to the MetLife Products. General Agent acknowledges, as stated in Article V of this Agreement, that MetLife will make all underwriting decisions with respect to MetLife Products.

Section 2.9. Transmission of Applications and Purchase Payments. General Agent shall transmit promptly to MetLife (and in no event later than five (5) Business Days of receipt by the General Agent), all applications and any applicable initial purchase payments or premiums for MetLife Products. General Agent shall not, and shall take reasonable



steps to ensure that each Broker shall not, collect any payments other than initial purchase payments or premiums. General Agent shall, and shall take reasonable steps to ensure that each Broker shall, only collect payments in a form as directed by MetLife.

Section 2.10. Premium Discounts and Rebating. General Agent shall not, and shall take reasonable steps to ensure that each Broker shall not, discount premiums, except with the prior written approval from MetLife , or engage in rebating in connection with the sale of a MetLife Product.

Section 2.11. Contract Delivery. General Agent shall deliver and take reasonable steps to insure the Brokers deliver newly issued contract to the contract owner in accordance with MetLife’s published guidelines. In the case of long-term care insurance, General Agent shall ensure that each new long-term care insurance contract is delivered within thirty (30) days of the contract’s approval date, General Agent shall have, and shall take reasonable steps to ensure each Broker has each contract owner sign a delivery receipt consistent with MetLife’s requirements. For medically underwritten policies, in situations in which no premium is paid with the application, General Agent shall deliver a policy only if, to the best of its knowledge, the insured is in as good a condition of health and insurability as is stated in the original application for the contract. If General Agent becomes aware of any change in condition of health and insurability, the policy must not be delivered to the policy owner but must be returned to MetLife

Section 2.12. Ethical/Professional Behavior; Compliance; Oversight. In the conduct of its business and in the performance of its obligations under this Agreement, General Agent shall comply with, and shall take reasonable steps to ensure each Broker complies with, all Applicable Laws and policies and procedures established by MetLife, as may be amended from time to time and communicated to General Agent. General Agent shall immediately notify MetLife in writing if General Agent learns that any MetLife contracted Broker may not be in compliance with Applicable Law or MetLife’s policies and procedures.

**ARTICLE III
COMPENSATION**

Section 3.1. General Agent Compensation. Except as provided in Sections 3.4 and 3.7 of this Agreement, MetLife shall pay compensation as provided in Schedule 3.1 attached hereto and incorporated herein. MetLife shall pay the compensation on payments received by MetLife for contracts which are produced in accordance with this Agreement and which are delivered to the proposed contract owner. MetLife shall not pay compensation under this Agreement to the General Agent unless the General Agent is legally authorized to receive it.

Section 3.2. Expenses. The General Agent is responsible for all expenses incurred by the General Agent, except as may be agreed to in writing by MetLife prior to the General Agent incurring such expenses. Additionally, MetLife shall, at its expense, provide its standard advertising and promotional material to the General Agent when deemed appropriate by MetLife.



Section 3.3. Vesting. Except as provided in Section 3.1 and Schedule 3.1, and in the case of a termination of this Agreement for cause, the termination of this Agreement shall not affect General Agent's right to receive any compensation which General Agent would have been entitled to receive under Schedule 3.1 if this Agreement had not been terminated. If General Agent is a natural person, the compensation payable under this Agreement shall be credited to the General Agent's account, as it becomes due, and shall be payable to the General Agent's executors, administrators or assigns. In the event MetLife terminates this Agreement for cause, General Agent's rights to otherwise vested compensation shall be terminated.

Section 3.4. Compensation Changes. MetLife reserves the right in its sole discretion to alter or amend the compensation payable to General Agent under this Agreement and any such change will be effective for compensation payable on or after the effective date of such change. MetLife shall notify General Agent in writing in advance of such change.

Section 3.5. Repayment of Commissions. Except as otherwise provided in Schedule 3.1, if MetLife cancels a policy or contract for any reason or if the policy or contract owner exercises any right to cancel a policy or contract, and, as a result, MetLife refunds or returns any amount of any payment made on such policy or contract, any compensation thereon paid by MetLife to General Agent, or by MetLife to a Broker, shall be promptly repaid to MetLife by General Agent. In addition, General Agent shall promptly repay to MetLife the amount of any other charge back of compensation in connection with the Products that have been issued pursuant to this Agreement in accordance with Schedule 3.1. If MetLife waives a premium for any reason, General Agent shall not be entitled to compensation on such waived premium.

Section 3.6. MetLife's Right of Offset. In calculating the amount of compensation payable, MetLife or any of its affiliates may at any time offset against any compensation payable to General Agent or its successors or assigns, any indebtedness however or wherever incurred due from General Agent. Nothing contained herein shall be construed as giving General Agent the right to incur any indebtedness on behalf of MetLife. MetLife shall have, and is hereby granted, a first lien on any and all compensation payable under this Agreement as security for the payment of any and all remaining indebtedness of General Agent to MetLife arising under this Agreement and not offset as provided herein. The right of General Agent, or any person claiming through Broker, to receive any compensation provided by this Agreement shall be subordinate to the right of MetLife or any of its affiliates to offset such compensation against any such indebtedness of the General Agent to MetLife or any of its affiliates.

Section 3.7. Replacement Compensation. If General Agent or a Broker replaces an existing MetLife Product in whole or in part, Schedule 3.1 is inapplicable and MetLife, in its sole discretion, shall determine what, if any, commissions shall be payable in accordance with MetLife's procedures in effect at the time of such replacement. With respect to replacements of existing long-term care insurance policies, whether issued by MLIC or another insurance company, MLIC, in its sole discretion, shall determine what, if any, commissions shall be payable in accordance with MLIC's procedures in effect at the time of such replacement.



Section 3.8. Potential Conflict with Other Agreements. Schedule 3.1 hereto sets forth the compensation that shall be payable for the sale of MetLife Products under this Agreement. Notwithstanding any written agreement between the Parties to the contrary, the maximum compensation rates payable to General Agent and the Brokers for MetLife Products under this Agreement shall be the rates set forth in Schedule 3.1 hereto. If MetLife pays higher compensation to a Broker than the compensation set forth in Schedule 3.1 for business written under this Agreement, then General Agent shall be obligated to reimburse MetLife for such payment.

ARTICLE IV
LIMITATIONS ON AUTHORITY

Section 4.1. The authority of the General Agent is limited to the authority expressly given in this Agreement. In addition to any specific limitations on General Agent’s authority found elsewhere in this Agreement, General Agent acknowledges that it does not have the authority to perform any of the following acts or to commit MetLife to perform any of the following acts:

- (a) To waive, modify, or change any terms, rates, conditions, or limitations of any application or contract;
- (b) To approve evidence of insurability or bind or commit MetLife on any risk in any manner, with the exception of providing the customer with a conditional receipt when the appropriate premium is paid with the application;
- (c) To collect or receive any payments after the initial purchase payment;
- (d) To extend the time for any payment or reinstate any coverage terminated;
- (e) To accept liability for or to adjust or settle any claims; or
- (f) To enter into or appear in any legal proceedings as a representative of MetLife.

ARTICLE V
RESERVATION OF RIGHTS BY METLIFE

Section 5.1. MetLife reserves, without limitation, the right to:

- (a) In its sole discretion, determine whether or not to appoint General Agent and any Broker;
- (b) Conduct a background check, prior to any appointment, and review, at any time, insurance department licenses issued to General Agent and any Broker;
- (c) Terminate the appointment of General Agent and any Broker;
- (d) Make all underwriting decisions with respect to the MetLife Products;



- (e) Decline any application for insurance submitted by General Agent or any Broker;
- (f) Discontinue any form of contract in any or all jurisdictions in which MetLife does business;
- (g) Resume the use of form of any contract at any time; and
- (h) Refuse to accept any applications received for any discontinued contract form(s) after the effective date of discontinuance, which will require General Agent to return promptly any payment collected on that application(s) to the applicant(s).

**ARTICLE VI
CUSTOMER INFORMATION AND
PROTECTED HEALTH INFORMATION**

Section 6.1. Customer Information. General Agent shall treat Customer Information as confidential as required by Applicable Law and by MetLife, as described in MetLife’s privacy notices and in accordance with MetLife policies and procedures. General Agent shall also take reasonable and appropriate steps to establish and implement administrative, physical and technical procedures to ensure the confidentiality, security and integrity of Customer Information in accordance with Applicable Law. General Agent further agrees to comply with MetLife terms of use, policies and procedures with respect to use of MetLife electronic systems and databases providing access to Customer Information by General Agent, its employees, and Brokers and shall promptly report to MetLife any breach of security related to such systems and databases of which it becomes aware. General Agent may use Customer Information only for the purpose of fulfilling its obligations under the Agreement. General Agent will limit access to Customer Information to its employees, Brokers and other parties who need to know such Customer Information to permit General Agent to fulfill its obligations under this Agreement and who have agreed to treat such Customer Information in accordance with the terms of this Agreement. General Agent shall not disclose or otherwise make accessible Customer Information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for General Agent to fulfill its obligations under this Agreement, as otherwise directed by MetLife, or as expressly required by Applicable Law.

Section 6.2. Protected Health Information (“PHI”). In order to comply with HIPAA requirements, General Agent agrees with respect to any PHI received, obtained or created by General Agent, or disclosed or made accessible to General Agent, that General Agent: (a) shall not use or disclose PHI except to provide services pursuant to this Agreement and consistent with Applicable Law; (b) shall limit the use of, access to and disclosure of PHI to the minimum required to perform services or by Applicable Law; (c) shall use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement; (d) shall promptly report to MetLife any use or disclosure of MetLife PHI not



permitted by this Agreement of which it becomes aware; (e) shall take reasonable steps to mitigate any harmful effect of any use or disclosure of PHI by General Agent in violation of the terms of this Agreement or Applicable Law; (f) shall require that any of its Brokers or independent contractors to whom PHI is disclosed or made accessible or who uses PHI has agreed to the same restrictions and conditions that apply to General Agent with respect to PHI pursuant to this Agreement; (g) shall, within fifteen (15) days of MetLife's request, provide to MetLife any PHI or information relating to PHI as deemed necessary by MetLife to provide individuals with access to, amendment of, and an accounting of disclosures of their PHI, and to incorporate any amendments of the PHI as requested by MetLife; (h) shall make its internal practices, books and records relating to its use or disclosure of PHI available to the Secretary of the United States Department of Health and Human Services at his/her request to determine MetLife's compliance with Applicable Law; (i) agrees that upon termination of this Agreement it will, if feasible, return to MetLife or destroy all PHI it maintains in any form and retain no copies, and if such return or destruction is not feasible, to extend the protections of this Agreement to the PHI beyond the termination of this Agreement and for as long as General Agent has PHI, and further agrees that any further use or disclosure of the PHI will be solely for the purposes that make return or destruction infeasible. Destruction without retention of copies is not deemed feasible if prohibited by the terms of this Agreement or by Applicable Law, including record retention requirements under state insurance laws. With respect to PHI received made accessible, maintained or transmitted electronically in the performance of its obligations under this Agreement, General Agent further agrees that it shall (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any such electronic PHI; (2) ensure that its Brokers agree to implement reasonable and appropriate safeguards to protect such electronic PHI of which General Agent becomes aware.

Section 6.3. Privacy Notices and Authorizations. General Agent shall provide to customers and prospective customers who apply for or purchase MetLife products, and shall take reasonable steps to ensure that each Broker provides to such customers and prospective customers, MetLife privacy notices as required by Applicable Laws and by MetLife. General Agent shall also take reasonable steps to ensure that each Broker obtains signed authorizations from customers and prospective customers who apply for MetLife products, as required by MetLife, and provides upon request of such customers and prospective customers, copies of their signed authorizations as required by Applicable Law and MetLife policy. In the event that a customer or prospective customer has signed a MetLife authorization and subsequently informs General Agent or Broker that he or she is revoking that authorization, General Agent shall promptly inform MetLife in writing of such revocation.

ARTICLE VII
CONFIDENTIALITY

Section 7.1. Confidential Information. "Confidential Information" means, without limitation, (a) statistical, premium rate and other information that is identified by MetLife as commercially valuable, confidential, proprietary or a trade secret, including but not limited to information regarding MetLife's systems and rating methodology; and (b) any information identified in writing by a Party as confidential at the time the information is divulged.



Section 7.2. Treatment of Confidential Information. The Parties each shall keep confidential all Confidential Information of the other. Without limiting the generality of the foregoing, neither Party will disclose any Confidential Information to any third party without the prior written consent of the other Party; provided, however, that each Party may disclose Confidential Information (a) to those of its Representatives who have a need to know the Confidential Information in the ordinary course of business and who are informed of the confidential nature of the Confidential Information, and (b) as and to the extent required by Applicable Law or by legal process or requested by an insurance regulatory or administrative body. However, in the event that clause (b) of the preceding sentence is applicable, the Party required or requested to disclose Confidential Information shall give prompt written notice thereof to the other Party and shall reasonably cooperate in the other Party's efforts to obtain an appropriate remedy to prevent or limit such disclosure. It is understood by MetLife and General Agent that this Section 7.2 shall not prevent General Agent from quoting MetLife premium rates in the ordinary course of business.

Section 7.3. Return of Confidential Information. Promptly upon the termination of this Agreement or the request of the providing Party, the receiving Party shall return to the providing party all Confidential Information furnished by the providing Party or its Representatives. Neither the receiving Party nor any of its Representatives shall make any copies in any form of any documents containing Confidential Information of the providing Party without the prior written consent of an officer of the providing party, except such copies as need to be made in the ordinary course of business by MetLife or General Agent to fulfill their respective obligations under this Agreement.

Section 7.4. Provisions Not Applicable. The Parties each agree that any information which was previously disclosed by the other without restriction or which has otherwise become generally available to the public through authorized disclosure is not Confidential Information. Notwithstanding anything herein to the contrary, Confidential Information does not include any information, written or oral, which (a) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure in violation of this Agreement), (b) has been independently acquired or developed by the receiving Party without violating any of the obligations under this Agreement, or (c) was made available to the receiving Party on a non-confidential basis from a source other than the disclosing Party, provided that such source is not and was not bound by an obligation of confidentiality, and provided further that disclosure of such information by the receiving Party without prior knowledge that the source was bound by an obligation of confidentiality is not a breach of this Agreement.

Section 7.5. Damages. The Parties each agree that (a) money damages may not be a sufficient remedy for breach of this Article VII, (b) the Party aggrieved by any such breach may be entitled to specific performance and injunctive and other equitable relief with respect to such breach, (c) such remedies shall not be deemed to be the exclusive remedies for any such breach but will be in addition to all other remedies available at law or in equity, and (d) in the event of litigation relating to this Article VII, if a court of competent jurisdiction determines in a final non-appealable order that either MetLife or General Agent or any of their respective Representatives has breached this Article VII, then the Party that is found (or whose Representative is found) to have committed such breach shall be liable for reasonable legal fees incurred by the aggrieved Party or its affiliates in connection with such litigation including, without limitation, any appeals.



ARTICLE VIII
INDEMNIFICATION AND INSURANCE

Section 8.1. Indemnification. Each Party shall hold harmless, defend, exonerate and indemnify each other Party to this Agreement for any and all losses, claims, judgments, fines, penalties, damages, or liabilities (or any actions or threatened actions in respect of any of the foregoing) the other Party suffers that results from the actions of the indemnifying Party or its Representatives with respect to its/their obligations under this Agreement, or breach of any representation, warranty, covenant, condition or duty contained in this Agreement or violation of Applicable Law with respect to its services required under this Agreement.

Section 8.2. Notice of Claim. After receipt of notice of the commencement of, or threat of, any claim, action, or proceeding by a third-party (a "Third-Party Action") by a Party that believes it is entitled to indemnification under this Article VIII (the "Indemnified Party"), the Indemnified Party shall notify the Party obligated to provide indemnification under this Article VIII (the "Indemnifying Party") in writing of the commencement thereof as soon as practicable thereafter, provided that the omission to so notify the Indemnifying Party shall not relieve it from any liability under this Article VIII, except to the extent that the Indemnifying Party demonstrates that the defense of such Third-Party Action is materially prejudiced by the failure to give timely notice. Such notice shall describe the claim in reasonable detail.

Section 8.3. Defense, Settlement and Subrogation.

- (a) The Indemnifying Party shall have the right to assume control of the defense of such Third-Party Action and shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party and shall pay the reasonable fees and disbursements of such counsel related to such Third-Party Action. The Indemnified Party shall cooperate and provide such assistance as the Indemnifying Party reasonably may request in connection with the Indemnifying Party's defense and shall be entitled to recover from the Indemnifying Party the reasonable out-of-pocket costs of providing such assistance (including reasonable fees of any counsel retained by the Indemnified Party with the consent of the Indemnifying Party to facilitate such assistance). The Indemnifying Party shall inform the Indemnified Party on a regular basis of the status of any Third-Party Action and the Indemnifying Party's defense thereof.
- (b) In any such Third-Party Action, the Indemnified Party may, but shall not be obligated to, participate in the defense of any Third-Party Action, at its own expense and using counsel of its own choosing, but the Indemnifying Party shall be entitled to control the defense thereof unless the Indemnified Party has relieved the Indemnifying Party from liability with respect to the particular Third-Party Action.
- (c) If notice is given to the Indemnifying Party of the commencement of any Third-Party Action hereunder and the Indemnifying Party does not, either (i) within ten (10) Business Days after the receipt of such notice, give notice to the Indemnified Party of its election to assume the defense of such Third-Party Action,



or (ii) give notice to the Indemnified Party that it rejects the claim for indemnification pursuant to Section 8.5, herein, the Indemnified Party shall have the right, at its option and at the Indemnifying Party's expense, to defend such Third-Party Action in a manner that the Indemnified Party deems appropriate. In such a case, the Indemnified Party shall not consent to the settlement, compromise or entry of judgment with respect to the Third-Party Action without prior written notice to, consultation with, and written consent of the Indemnifying Party, which consent shall not be unreasonably withheld.

- (d) In any Third Party Action, the defense of which is controlled by the Indemnifying Party: (i) the Indemnifying Party shall not, without the Indemnified Party's prior written consent, compromise or settle such Third Party Action, if (1) such compromise or settlement would impose an injunction or other equitable relief upon the Indemnified Party or (2) such compromise or settlement does not include the Third-Party's release of the Indemnified Party from all liability relating to such Third Party Action; and (ii) the Indemnified Party shall not compromise or settle such Third Party Action without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, provided that, if the Indemnified Party desires to compromise or settle such claim, suit or proceeding and the Indemnifying Party reasonably refuses to consent to such compromise or settlement, the Indemnified Party may enter into a compromise or settlement but shall be solely responsible for the cost of any compromise or settlement amount.

Section 8.4. Claim Not Involving Third-Party Action. A claim for indemnification by a Party hereunder for any matter not involving a Third-Party Action may be asserted by notice to another Party.

Section 8.5. Notice of Rejection of Claim. Notwithstanding anything within this Article VIII to the contrary, a Party who has received a notice of claim for indemnification under this Article VIII, may notify the Party asserting such claim for indemnification that it rejects the claim. Such notice rejecting a claim for indemnification must be given by the rejecting Party within ten (10) business days of its receipt of the notice of claim and shall describe the basis for the rejection of the claim in reasonable detail.

Section 8.6. Errors and Omissions Coverage. General Agent shall maintain errors and omissions liability insurance during the term of this Agreement in the minimum coverage amount of one million dollars (\$1,000,000) per claim. Evidence of coverage shall be provided to MetLife when requested, and MetLife reserves the right to decide that errors and omissions liability insurance does not satisfy the requirement of this Section 8.6 on the basis that the carrier or the terms of the coverage is unacceptable to MetLife.

ARTICLE IX
TERMINATION

Section 9.1. Termination. This Agreement shall terminate, with or without cause, whenever either General Agent or MetLife gives prior written notice to the other specifying the date of termination. The Agreement shall terminate automatically without notice if (a) either MetLife or



General Agent ceases to exist or becomes bankrupt or insolvent; (b) it is voluntarily or involuntarily assigned by General Agent without MetLife’s prior written consent; or (c) as to any jurisdiction, if General Agent or MetLife no longer have the licenses required to perform all of General Agent’s or MetLife’s respective duties under this Agreement in the applicable jurisdiction. With respect to these terms, the General Agent is obligated to immediately inform MetLife of such termination.

Section 9.2. Return of Property and Repayment of Commissions Owed. After termination, the General Agent shall promptly return all property (such as rate information, including rating disks, supplies, forms, books, advertising, etc.) that MetLife has given General Agent. MetLife shall pay commissions to General Agent to the extent provided by Schedule 3.1.

Section 9.3. Survival of Provisions. In addition to such other provisions within this Agreement which, by their terms, survive the termination of this Agreement. In the event this Agreement terminates, the following provisions shall continue in force for a period of six (6) years, notwithstanding such termination: Articles VII, VIII, and Sections 3.5, 3.6, 10.6, 10.7, 10.8, 10.10, 10.12, 10.13, 10.14 and 10.15.

**ARTICLE X
GENERAL PROVISIONS**

Section 10.1. Licenses and Approvals. General Agent represents and warrants that it has obtained all appointments, approvals, licenses, authorizations, orders or consents that are necessary to enter into this Agreement and to perform its duties hereunder.

Section 10.2. Trademarks. Neither Party may use the other Party’s trademarks, service marks, trade names, logos, or other commercial or product designations (collectively, “Marks”) for any purpose whatsoever without the prior written consent of the other Party. Nothing in this Agreement shall be construed as prior written consent to permit (i) any Party to use the Marks of the other Party, or (ii) any other individual or entity to use the Marks of any Party. Nothing contained in this Agreement shall be construed as conferring upon General Agent any right to use or refer to in advertising, publicity, promotion, marketing or other activities, any Marks, or any other designation or likeness of any of the Peanuts® characters or any other character licensed by United Feature Syndicate (including any contraction, abbreviation or simulation of any kind of the foregoing) without prior express permission from United Feature Syndicate, which General Agent must obtain through MetLife.

Section 10.3. Ability to Direct Actions of Brokers. General Agent represents and warrants that it has taken reasonable steps to ensure that the Brokers act in a manner consistent with this Agreement.

Section 10.4. Assignment. General Agent may assign its rights and obligations under this Agreement only if General Agent first obtains MetLife’s written consent, which consent shall not be unreasonably withheld. MetLife may assign its rights and obligations under this Agreement at any time and without General Agent’s consent.



Section 10.5. Entire Agreement; Modification. This Agreement replaces and supersedes all other agreements (written and oral) between General Agent and MetLife to the extent that any such agreement pertains to the MetLife Products and services specified in Schedule 3.1. This Agreement is valid only when it is signed by authorized officers of MetLife and it can only be changed (or its provisions waived) on MetLife's behalf only by authorized officers pursuant to a signed writing. Notwithstanding the foregoing, MetLife has the right to amend and modify this Agreement, including Schedule 3.1, by providing written notice to General Agent of such amendment or modification. General Agent shall notify its Brokers of any amendment or modification affecting the Brokers, including any amendment to Schedule 3.1. Such amendment or modification shall become effective on the effective date set forth in MetLife's notice.

Section 10.6. Right to Examination, Review and Audit. Subject to the provisions of this Agreement regarding Confidential Information and upon reasonable notice given, General Agent shall make available to MetLife for examination, review and/or audit its files, books and records pertaining to its obligations under this Agreement and respecting MetLife Products and insureds. Unless otherwise agreed, such examination, review and or audit shall take place on General Agent's premises during its normal business hours. MetLife shall also be entitled to obtain copies of any and all such files, books and records. General Agent shall cooperate to the fullest extent with such examinations, reviews and audits.

Section 10.7. Regulatory Proceedings. General Agent shall, and shall take reasonable steps to ensure its Brokers shall, cooperate fully in any regulatory investigation or proceeding or judicial proceeding arising in connection with the offer, sale and/or servicing of MetLife Products. This cooperation shall include, but is not limited to, forwarding to MetLife a copy of any written materials in connection with the matter and such additional information as may be necessary to furnish a complete understanding of same. In the case of a customer complaint, General Agent shall promptly refer such complaint to MetLife for handling where appropriate and provide MetLife with customer complaint information and documentation upon request.

Section 10.8. Non-Solicitation of MetLife Employees and Agents. During the term of this Agreement and for one (1) year thereafter, General Agent shall not, without the consent of MetLife, directly or indirectly solicit for employment, or hire or contract with agent employed by MetLife in its career distribution channel.

Section 10.9. Independent Contractor Status. It is understood and agreed that General Agent and each Broker are independent contractors and not employees of MetLife or any of its subsidiaries. None of the terms of this Agreement shall be construed as creating an employer-employee relationship between General Agent or any Broker, on the one hand, and MetLife, on the other hand.

Section 10.10. Notices. All notices, demands and other communications required or permitted to be given to any party under this Agreement shall be in writing and any such notice, demand or other communication shall be deemed to have been duly given when delivered by hand, courier or overnight delivery service or, if mailed, two (2) Business Days after deposit in the mail and sent certified or registered mail, return receipt requested and with first-class postage prepaid:



- (a) If to General Agent, to the address on the signature page of this Agreements.
- (b) If to MLIC and MICUSA: Contracting and Licensing Department
MetLife
Retail Life and DI Operations
18210 Crane Nest Drive
5th Floor
Tampa, FL 33647

Either party may change its respective notice address by advance written notice to the other.

Section 10.11. Rights, Duties and Obligations of MetLife. MLIC and MICUSA shall have two separate and distinct agreements with General Agent. The rights, duties, obligations and responsibilities of MLIC and MICUSA are separate and distinct from rights, duties, obligations and responsibilities of each other. All such rights, duties, obligations and responsibilities shall exist only between General Agent and each MLIC and MICUSA. Neither MLIC nor MICUSA shall have any responsibility or liability for the actions or omissions of the other under this Agreement.

Section 10.12. Absence of Waiver. Failure to enforce any provision of this Agreement is not a waiver of that provision, or of any other provision.

Section 10.13. Severability. If any provision of this Agreement is invalid or prohibited under any state or federal law or regulation, such invalidity or prohibition shall not affect any other provision which can be given effect without the invalid or prohibited provision, provided that the result would not materially frustrate the intent of the Parties in entering into this Agreement.

Section 10.14. Governing Law. With respect to MLIC, this Agreement shall be governed by the laws of the State of New York without regard to New York choice of law rules. With respect to MICUSA, this Agreement shall be governed by the laws of the State of Delaware without regard to Delaware choice of law rules.

Section 10.15. Jurisdiction. With respect to any action, suit or other proceeding between MLIC and General Agent, each of the Parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York or, if such court will not accept jurisdiction, the Supreme Court of the State of New York or any court of competent civil jurisdiction sitting in New York County, New York. With respect to any action, suit or other proceeding between MICUSA and General Agent, each of the Parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of Delaware or, if such court will not accept jurisdiction, the Superior Court of the State of Delaware or any court of competent civil jurisdiction sitting in Delaware. In any action, suit or other proceeding, each of the Parties irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above courts, that such action or suit is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper. Each of the Parties hereby agrees that any final and unappealable judgment against a Party in connection with any action, suit or other proceeding shall be final and binding on such Party and that such award or judgement may be enforced in any court of competent jurisdiction, either within or outside of the United



States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment.

Section 10.16. How We Do Business Guide. General Agent acknowledges that it has received MetLife's How We Do Business Guide, the terms of which are incorporated herein by reference, and agrees to comply with the rules and requirements set forth in MetLife's How We Do Business Guide.

Print Name of General Agent

METROPOLITAN LIFE
INSURANCE COMPANY

By: _____
Signature of General Agent or Principal of
General Agent (if General Agent is an entity)

By: _____

Title: _____

Title: _____

Address: _____

Date: _____

Social Security No of Contracted Party
or Taxpayer ID No of Contracted Party:

METLIFE INSURANCE
COMPANY USA

By: _____

Date: _____

Title: _____

Date: _____



ADDENDUM TO (BGA/MGA/GA) AGREEMENT

ELECTRONIC TRANSMISSION OF LIFE INSURANCE APPLICATION DOCUMENTS

This is an addendum (the "Addendum") entered into as of the ____ day of _____, 20__ (the "Effective Date") to that certain (BGA/MGA/GA) Agreement (the "Agreement") dated on or about _____, 20__, by and between Metropolitan Life Insurance Company and METLIFE INSURANCE COMPANY USA (together with its Affiliates hereinafter "Company") and _____ (hereinafter "Agency"). This Addendum shall be and is hereby made a part of the Agreement. This Agreement replaces and supersedes all other agreements (written and oral) between Agency and Company to the extent that any such agreement pertains to a process for the transmission of documents by Agency and its offices to Company electronically or by fax in lieu of original paper documents. Any capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, the parties wish to establish a process for the transmission of documents by Agency and its offices to Company electronically or by fax in lieu of original paper documents; and

WHEREAS, the parties now wish to amend the Agreement upon the terms and conditions stated herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Agreement, the parties hereto agree as follows:

1. Fax or Electronic Transmission Process

- (a) **Documents to be Faxed or Transmitted.** The fax or electronic transmission process described in this Addendum currently only applies to new life business documents including but not limited to the completed application form, signed authorization, signed basic illustration, and all other documents included in or pertaining to the life application package ("New Life Business Documents"). If Company adds other types of documents (e.g. brokerage or in force life documents), to this process in the future, those additional documents would be automatically added to this agreement. Agency represents that the documents faxed or electronically submitted to Company are exact copies of the New Life Business Documents.
- (b) **Methods of Fax and Transmission.** Agency's independent brokerage agencies ("Independent Brokerage Agencies") shall fax their New Life Business Documents to a specified fax server using a fax number provided by Company or electronically transmit New Life Business Documents via an electronic process approved by Company.
- (c) **Exception.** Originals of signed asset transfer authorizations involving other companies, including but not limited to 1035 exchanges and absolute assignments, require a wet signature and upon instruction by Company must still be submitted by Independent Brokerage Agencies in hard copy immediately after faxing or electronically transmitting.



- (d) **Imaging.** All faxed or transmitted New Life Business Documents will be captured as images or PDFs by Company and become Company's official company record.
- (e) **Originals.** Independent Brokerage Agencies will not mail original New Life Business Documents to Company after those documents have been faxed to the fax server or electronically transmitted to Company, unless specifically requested to do so or as required under Subsection 1(c) above.
- (f) **Document Retention.** Independent Brokerage Agencies will be required to retain all original New Life Business Documents for twenty one days after faxing or transmitting them to Company, unless requested to submit the original(s) to Company for audit or other review purposes before that time.
- (g) **Document Destruction.** Original hard copies of faxed or transmitted New Life Business Documents will not be retained by the agency beyond ninety days after faxing or transmitting the said New Life Business Documents. Subject to the provisions of Subsection 1(c) of this Addendum, Independent Brokerage Agencies must destroy all original New Life Business Documents by shredding or similar method that renders the materials unreadable no later than ninety days after faxing or transmitting the said New Life Business Documents. If required to retain copies of certain documents (e.g., a copy of the application as part of a client file), or if desired as a convenience for future reference (e.g., a pre-authorized checking arrangement), the Agency will be permitted to retain photocopies of the original documents.

METROPOLITAN LIFE
INSURANCE COMPANY

Print Name of (BGA/MGA/GA) _____

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Date: _____

Social Security No.: _____
or Taxpayer ID No.

METLIFE INSURANCE
COMPANY USA

Date: _____

By: _____

Title: _____

Date: _____

