

Appointment Form

Step to Obtain an Appointment:

Complete the Personal Information Sheet Entirely

- The Personal Information Sheet is used to obtain information necessary to establish an appointment with Metropolitan Life Insurance Company (“MLIC”) and/or its affiliate SafeGaurd DHMO. The Application on pages 2 and 3 must be completed in its entirety as applicable. If you are requesting an appointment for only the producer, then only the producer fields need to be completed. If the request for appointment includes the agency, all fields need to complete.
- Page 4 must be executed by appropriate parties.
- Page 5, the Disclosure/Authorization form, must be executed by the appointment applicant.
- Pages 6 and 7, The HIPAA Business Associates Agreement, must be executed by appointment applicant who will be involved in the sale of Dental or Long-Term Care products.
- The applicant must be licensed in the state for which the appointment is being requested.

When do you request an appointment?

For the states listed below (pre-appointment), a producer must be licensed and appointed with MLIC and/or SafeGuard Health Plans, Inc. prior to the customer application being executed.

Pre-Appointment State:

Florida	Montana
Indiana	Oregon
Kansas	Pennsylvania
Louisiana	Puerto Rico
Missouri	Utah

For all other states, the appointment request must be made *no later* than MLIC’s receipt of the customer application.

Mail: Metlife DI/Life Contracting
18210 Crane Nest Drive
Building #4 5th FL
Tampa, FL 33647

DI Fax: 866-858-1085

DI Email: DIContracting@metlife.com

This form cannot act as an authorization to assign commissions.

Appointment Form Only

You are requesting an appointment with Metropolitan Life Insurance Company (“MLIC”) and/or its affiliate. Please check the appropriate coverage(s) for which you are requesting an appointment:

MLIC Group Life/Health/Disability/MetLife Dental P&C*(contracting required before app)
 MLIC Group Long-Term Care Safeguard DHMO (available only in CA, FL and TX)

Please check which is applicable: Producer Agency Both

Please Type or Print Clearly

Section I – Producer

_____ Producer’s Name (last name first)	_____ Birth Date	_____ Social Security Number
_____ Producer’s E-Mail Address	_____ Business Phone	_____ Business Fax
_____ Business Street Address – Required	_____ City, State	_____ Zip Code
_____ Resident Street Address	_____ Resident City, State	_____ Zip Code

Section II – Agency

_____ Principal Officer’s Name	_____ Social Security Number	_____ State	_____ License Number
_____ Agency Name	_____ Agency Tax I.D. Number	_____ Business Phone	_____ Business Fax
_____ Business Street Address – Required	_____ City, State	_____ Zip Code	
_____ Business P.O. Box if applicable	_____ P.O. Box City, State	_____ Zip Code	

Section III – Licensing**

_____ Producer Resident State License Number	_____ Agency Resident State License Number
_____ Producer Non-Resident State License Number(s)	
_____ Agency Non-Resident State License Number(s)	

* For P&C appointments, please contact MAH Contracting (800) 638-3012 / MAHSalesSupport@metlife.com.
 ** There is no licensing requirement for the sale of DHMO products in California.

Appointment Form**Section IV – Background Information (Attach a written explanation, including date of event and discharge, for yes answers.)**

Yes No

1. Do you have any prior affiliation with MLIC, MetLife Investors, New England Financial, Walnut Street Securities, General American, or any of their affiliates?
If yes, please indicate which company _____
2. Are you covered under your company's Errors and Omissions (E&O) policy?
If not, attach the declaration page of your E&O policy.
3. Have you ever been convicted of any felony?
If said felony conviction was related to dishonesty or breach of trust, have you received, subsequent to such conviction, written consent from an authorized insurance regulator that you may be employed in the insurance industry? If yes, attach a copy of such consent.
4. Has FINRA or any Federal or state regulatory agency ever:
- (a) found you to have made a false statement or omission or been dishonest, unfair, or unethical?
- (b) found you to have been involved in a violation of investment- OR insurance-related statutes or regulations ?
- (c) found you to have been a cause of an investment- OR insurance-related business having its authorization to do business denied, suspended, revoked, or restricted?
- (d) entered an order against you in connection with investment- OR insurance-related activity?
- (e) denied, suspended, or revoked your registration or license or otherwise prevented you from associating with an investment- OR insurance-related business, or disciplined you by restricting your activities?
- (f) revoked or suspended your license as an attorney, accountant, or federal contractor?
5. Has any foreign government, court, regulatory agency, or exchange ever entered an order against you related to investments or fraud?
6. Have you ever been or are you currently the subject of an investment-related, insurance-related, or consumer-initiated complaint?
7. Have you ever been discharged or permitted to resign because you were accused of:
- (a) violating investment- OR insurance-related statutes, regulations, rules or industry standards of conduct?
- (b) fraud or the wrongful taking of property?
8. Have any contracts that you held with any insurance companies been cancelled for cause (not including productivity)?
9. Has any policy or application for errors and omissions insurance on your behalf ever been declined, canceled, or renewal refused?
10. Have you ever had any of the following: sought protection from creditors, declared bankruptcy, been subject to an assignment for the benefit of creditors, had a lien or judgment, had a creditor charge off an account/payables as bad debt or uncollectible, or had any other problems in your credit history?
11. Are you under any legal order/judgment to make monetary payments to another person or business entity or have you ever had your wages garnished?

Acknowledgement and Authorization

I hereby certify that I have read and understand the items on this appointment form and that my answers are true and complete 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 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 used.

I understand that no right to commission or other compensation shall arise or exist until I have been appointed and all due diligence successfully approved. If I am approved, I shall accept as full compensation for all services to be performed by me, the compensation provided in the applicable commission and compensation schedule as issued, substituted or changed. As an appointed producer, I shall observe and be bound by the rules of MetLife.

FAIR CREDIT REPORTING ACT - As part of its regular procedures, MetLife may obtain an investigative consumer report. It may deal with character, reputation, personal traits and life style. It may involve personal interviews with friends, neighbors and associates. 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; and 2) receive a copy of the report, upon request. My signature below constitutes my agreement and authorization to above. 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 terminate my appointment and/or contract.

I agree to conduct my business in accordance with applicable laws and standards set forth by MetLife.

Individual:

Printed Name	Signature	Date
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If Agency, Company Officer Please Sign Here:

Printed Name	Signature	Date
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Disclosure

By this document, Metropolitan Life Insurance Company on behalf of itself and its affiliates (collectively “MetLife”) discloses to you that a consumer report or an investigative consumer report containing information as to your character, general reputation, personal characteristics and mode of living, is part of the process of our consideration of your application to become licensed or appointed to sell insurance and/or other products or to become registered with the Financial Industry Regulatory Authority. A consumer report or an investigative consumer report may be secured as part of a pre-appointment background investigation and at any time during your appointment with MetLife. Should an investigative consumer report be requested, you will have the right to demand a complete and accurate disclosure of the nature and scope of the investigation requested and a written summary of your rights under the Fair Credit Reporting Act.

Acknowledgment and Authorization

I acknowledge receipt of the above disclosure by MetLife, that a consumer report or an investigative consumer report may be obtained by it as part of the process of its consideration of my application to become licensed or appointed to sell insurance and/or other products or to become registered with the Financial Industry Regulatory Authority. A consumer report or an investigative consumer report may be secured as part of its pre-appointment background investigation, and at any time during my appointment with MetLife. I authorize the procurement of such consumer reports by MetLife for the purposes disclosed to me. If I am appointed to sell MetLife products, this authorization will remain on file and will serve as an on-going authorization for MetLife to procure such consumer reports at any time during my appointment.

I hereby authorize MetLife to query my record, if any, on file with the Financial Industry Regulatory Authority.

Signature of Applicant: _____
Printed Name of Applicant: _____
SSN of Applicant: _____ Date: _____
Witness Signature: _____
Printed Name of Witness: _____

HIPAA Business Associate Agreement

This Agreement is made between METROPOLITAN LIFE INSURANCE COMPANY (“MetLife”) and the party identified below as the producer (“Producer”).

WHEREAS, MetLife and Producer have one or more agreements in place (collectively, the “Contract”) whereby Producer agreed to provide certain services for MetLife which may involve the use and/or disclosure of Customer Information and Protected Health Information (“PHI”) as defined below, and whereby Producer may have access to certain information about individuals who have applied for or are covered by an insurance product underwritten by MetLife; and

WHEREAS, MetLife and Producer desire to protect the confidentiality of any Customer Information or PHI disclosed to Producer pursuant to the Contract and to satisfy requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”),

NOW, THEREFORE, MetLife and Producer hereby agree as follows:

1. Capitalized terms not defined herein that are defined in the Contract shall have the meanings ascribed to them in the Contract.
2. Producer agrees to treat all information about individuals who enroll, apply for or purchase MetLife’s products or services that Producer may have or may obtain in connection with its obligations under the Contract (“Customer Information”) as confidential. Customer Information may include, but is not limited to, an individual’s name, address, social security number, and any financial or health information relating to the individual. Producer may use Customer Information only for the purpose of fulfilling its obligations under the Contract and Producer may not disclose Customer Information to anyone other than the individual to whom the information relates, except as required for Producer to fulfill its obligations under the Contract or as otherwise directed by MetLife, or except as expressly required by law. Producer must also ensure that Customer Information is kept in a secure manner.
3. 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 past, present, or future payment for the provision of health care to the individual. MetLife and Producer understand that this definition of PHI includes demographic information about the individual, including 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 (URLs); 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.
4. In order to further protect the confidentiality of any PHI disclosed to or used by Producer pursuant to the Contract and to satisfy requirements of HIPAA, MetLife and Producer agree to the following with respect to any PHI received or created by Producer in providing services pursuant to the Contract, including PHI received or created prior to the effective date of the Contract (“MetLife PHI”): (a) the obligations regarding MetLife PHI contained in this Agreement shall be in addition to any other obligations contained in the Contract that apply to MetLife PHI; (b) Producer may not use or disclose MetLife PHI except to provide services pursuant to the Contract; (c) Producer shall use appropriate safeguards to prevent use or disclosure of MetLife PHI; (d) MetLife and Producer represent and warrant that their security procedures are adequate to protect and maintain the confidentiality of MetLife PHI; (e) Producer shall promptly report to MetLife any use or disclosure of MetLife PHI not permitted by this Agreement of which it becomes aware; (f) Producer shall ensure that any Agents, including any sub-contractors or Producer affiliates, that Producer may use in accordance with the Contract and to whom Producer provides MetLife PHI or who uses MetLife PHI has been approved by MetLife in writing and agrees to the same restrictions and conditions that apply to Producer

with respect to MetLife PHI pursuant to this Agreement; (g) within thirty (30) days of MetLife’s request, Producer shall provide to MetLife any MetLife PHI or information relating to MetLife PHI as deemed necessary by MetLife to comply with its obligations under HIPAA to provide individuals with access to, amendment of, and an accounting of disclosures of their MetLife PHI, and Producer agrees to incorporate any amendments of the MetLife PHI as requested by MetLife; (h) Producer agrees to make its internal practices, books, and records relating to its use or disclosure of MetLife PHI available to the Secretary of the United States Department of Health and Human Services at his/her request to determine MetLife’s compliance; (i) Producer agrees that upon termination of the Contract it will, if feasible, return or destroy all MetLife PHI it maintains in any form and retain no copies, and if such return or destruction is not feasible, Producer agrees to extend the protections of this Agreement to the MetLife PHI beyond the termination of the Contract and for as long as Producer has MetLife PHI, and further agrees that any further use or disclosure of the MetLife PHI will be solely for the purposes that make return or destruction infeasible; (j) Producer agrees that it will not disclose MetLife PHI, other than enrollment information, to an employer or plan sponsor, unless the employer or plan sponsor has taken the steps required by HIPAA to permit disclosure to the employer or plan sponsor; (k) Producer may use or disclose MetLife PHI to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law, and only to the extent that such use or disclosure complies with any applicable HIPAA requirements relating to uses and disclosures required by law; and (l) Producer shall (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic MetLife PHI that Producer creates, receives, maintains, or transmits on behalf of MetLife; (2) ensure that any agent of Producer, including any subcontractor or Producer affiliate to whom Producer provides electronic MetLife PHI, agrees to implement reasonable and appropriate safeguards to protect electronic MetLife PHI; and (3) report to MetLife any security incident related to electronic MetLife PHI of which Producer becomes aware.

5. Producer agrees and acknowledges that it is directly subject to HIPAA as amended by the HITECH Act, including its provisions relating to security and privacy of PHI as well as its enforcement and penalty provisions. Producer agrees that it will: (a) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (b) not act in any way to interfere with or hinder MetLife's ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (c) notify MetLife within five (5) business days of discovering a “breach” as that term is defined in Section 13400 of the HITECH Act at the following e-mail address: securitybreach@metlife.com
6. In the event Producer learns of a pattern of activity or practice of MetLife that constitutes a material breach or violation of its obligations relating to PHI under the Agreement, Producer will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Producer will terminate the Agreement, if feasible, or, if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services (“HHS”).
7. If Producer conducts in whole or part electronic transactions on behalf of MetLife for which HHS has established standards, Producer will comply, and will require any subcontractor, vendor, or agent it involves with the conduct of electronic transactions to comply, with each applicable requirement of the Electronic Transactions Rule at 45 C.F.R. Part 162.

Metropolitan Life Insurance Company

Producer / Agency

By:



Printed Name: Meghan S. Doscher

Title: VP Sales Compensation Administration

Date: May 20, 2014

Printed Name: _____

Signature: _____

SSN / TIN: _____

Date: _____

METROPOLITAN LIFE INSURANCE COMPANY
WRITING PRODUCER AGREEMENT
FOR
INDIVIDUAL DISABILITY INCOME INSURANCE PRODUCTS

This WRITING PRODUCER AGREEMENT (the "Agreement") is made by and between Metropolitan Life Insurance Company, an insurance company organized and existing under the laws of the state of New York with its principal office at 200 Park Avenue, New York, NY 10166-0188 ("MetLife") and _____ located at _____ ("Writing Producer"). The Agreement governs the sale of MetLife Individual Disability Income Insurance policies sold by: (i) the Writing Producer; and when the Writing Producer is an entity, rather than an individual (ii) those individual producers the Writing Producer allows to sell MetLife Individual Disability Income Insurance policies pursuant to this Agreement. The Agreement shall be effective as of the date it is executed by MetLife and the Writing Producer.

WHEREAS, MetLife is an insurance company that markets and sells individual disability income ("IDI") insurance products to individuals;

WHEREAS, Writing Producer wishes to sell certain MetLife IDI Insurance policies that are listed in the Compensation Schedule annexed hereto as Appendix A ("MetLife IDI Products; and

WHEREAS, MetLife wishes to make MetLife IDI Products available to the Writing Producer as set forth herein.

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

ARTICLE I

Authority and Responsibilities of Writing Producer

Section 1.1. As used in this Agreement, when the Writing Producer is an individual, the terms "You" and "Your" shall refer to the Writing Producer. When the Writing Producer is an entity, the terms "You" and "Your" shall refer to (i) the Writing Producer and those individual producers the Writing Producer allows to sell MetLife IDI Products pursuant to this Agreement; or (ii) the Writing Producer and the individual producer involved in a specific sale of a MetLife IDI Product pursuant to this Agreement, as the context requires.

Section 1.2. You shall be responsible for delivering to prospective applicants for a MetLife IDI Product a Proposal for the MetLife IDI Product. A "Proposal" for the MetLife IDI Product means (i) benefit summary pages that describe the insurance coverage; and (ii) cost and benefit pages that are consistent with the benefit summary pages. Proposals

for MetLife IDI Products shall be prepared by You using software made available to Writing Producer by MetLife. Whenever You present a Proposal to a prospective applicant for a MetLife IDI Product, You shall use Your best efforts to promote and sell the insurance coverage described in the Proposal.

Section 1.3. You shall comply with all processes, procedures and standards established by MetLife, or as may be established by MetLife in the future.

Section 1.4. You shall transmit all applications and any applicable initial premiums for MetLife IDI Products to MetLife within five (5) business days of receiving an application and any initial premium;

Section 1.5. Although not required to, You may transmit applications for MetLife IDI Products to MetLife by facsimile or by electronic transmission in accordance with the process set forth below:

Facsimile or Electronic Transmission Process

- (i) Documents to be Faxed or Electronically Transmitted. The fax or electronic transmission process currently applies only to new IDI insurance business documents including but not limited to the completed application form, signed authorization, signed illustration, and all other documents included in or pertaining to the IDI insurance application package (“New IDI Business Documents”). If MetLife adds other types of documents (e.g., brokerage or in-force IDI documents) to this process in the future, MetLife shall notify Writing Producer in writing. You represent that the documents faxed or electronically submitted to MetLife are exact copies of the New IDI Business Documents.
- (ii) Methods of Fax and Transmission. You shall fax the New IDI Business Documents to a specified fax server using a fax number provided by MetLife or electronically transmit New IDI Business Documents via an electronic process approved by MetLife. Writing Producer represents that any systems that it uses for the faxing or electronic transmission process provide reasonable assurances against tampering with the information contained in the original and against degradation of any reproduction of the original.
- (iii) Imaging. All faxed or transmitted New IDI Business Documents shall be captured as images or PDF’s by MetLife and become MetLife’s official company record.
- (iv) Mail. You shall not mail original New IDI Business Documents to MetLife after those documents have been faxed to the fax server or electronically transmitted to MetLife.
- (v) Document Retention. Writing Producer shall retain all original New IDI Business Documents for twenty-one (21) days after faxing or transmitting them electronically to MetLife, unless requested to submit the original(s) to MetLife for audit or other review purposes before that time.

(vi) Document Destruction. You shall not retain original hard copies of faxed or electronically transmitted New IDI Business Documents beyond ninety (90) days after faxing or transmitting such documents to MetLife. You must destroy all original New IDI Business Documents by shredding or similar method that renders the materials unreadable. 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, You may retain photocopies of the original documents.

Section 1.6. You shall deliver newly issued MetLife IDI Products to the policyholder in accordance with MetLife's guidelines. You shall also ensure that the first modal premium is remitted to MetLife within sixty (60) days of each MetLife IDI Product's effective date. You understand and agree that a MetLife IDI Product is deliverable only if the insured to the best of Your knowledge is in as good a condition of health and insurability as is stated in the original application for the policy. If You become aware of any such change in condition of health or insurability, the MetLife IDI Product must not be delivered and must be returned to MetLife.

Section 1.7. You are expected to ensure that any sale of a MetLife IDI Product covered by this Agreement is appropriate for and suitable to the needs of the applicant for such product, at the time the sale is made.

Section 1.8. In the conduct of Your business and in the performance of Your obligations under this Agreement, You shall comply with all applicable statutes, ordinances, rules and regulations of any and all federal, state and municipal regulatory authorities, including without limitation, any applicable state agent, broker or producer licensing laws.

Section 1.9. When the Writing Producer is an entity rather than an individual, Writing Producer shall ensure that each individual producer it allows to sell MetLife IDI Products complies with the terms of this Agreement as if each such individual producer were a party hereto. Writing Producer hereby agrees that it is fully responsible for all acts and omissions of each individual producer it allows to sell MetLife IDI Products pursuant to this Agreement, and that all acts and omissions of such individual producers shall be deemed the acts and omissions of the Writing Producer. For avoidance of doubt, any act or omission by any such individual producer that would constitute non-compliance with the terms of the Agreement if such individual producer were a party hereto shall constitute non-compliance with the Agreement by the Writing Producer.

ARTICLE II

Compensation

Section 2.1. Compensation shall be payable to Writing Producer in accordance with the Compensation Schedule set forth in Appendix A hereof, which may be changed by MetLife, in its sole discretion, from time to time.

Section 2.2. Subject to the licensing and appointment requirements herein, compensation shall become payable to Writing Producer with respect to MetLife IDI Products which are produced in accordance with this Agreement and are accepted by the proposed owners and/or insureds, upon MetLife's receipt of: (i) the initial modal premium for the MetLife IDI Product; (ii) the signed policy delivery receipt; (iii) properly executed application amendment(s), if the MetLife IDI Product was issued with an application amendment(s); (iv) properly executed exclusion rider(s), if the MetLife IDI Product was issued with an exclusion rider(s); and (v) any required replacement forms if the MetLife IDI Product is replacing existing insurance. MetLife shall pay commission to Writing Producer within seventy-five (75) days following the later of:

- (1) the date on which the premium qualifying the Writing Producer for such commission is credited to MetLife's premium account; or
- (2) the date on which You have met all requirements to be paid commissions.

Section 2.3. You have no authority to alter, amend, rebate, discount, or make any other change whatsoever with respect to the Compensation Schedule as set forth in Appendix A hereof.

Section 2.4. If MetLife cancels a MetLife IDI Product for any reason or if the policyholder or employer group exercises any right to cancel a MetLife IDI Product, and as a result, MetLife refunds or returns any amount of the premium, any commission paid thereon by MetLife to Writing Producer must be promptly repaid by Writing Producer to MetLife. Any such commissions credited by MetLife to Writing Producer's account, but not paid to Writing Producer, will be debited to Writing Producer's account. If a MetLife IDI Product lapses and is subsequently reinstated, commissions will be payable to Writing Producer. If MetLife waives a premium for any reason, Writing Producer will not be entitled to commissions on such waived premium.

Section 2.5. If at any time Writing Producer owes money to MetLife, any amounts Writing Producer owes MetLife may, at MetLife's option, be recovered from any amounts that MetLife owes Writing Producer, until Writing Producer's indebtedness is repaid. In the absence of commissions sufficient to offset what Writing Producer owes, Writing Producer agrees to promptly pay such debt to MetLife.

Section 2.6. Subject to all the terms of this Agreement, first-year and renewal commissions with respect to a MetLife IDI Product as originally issued are vested according to the compensation schedule in effect at the time the MetLife IDI Product is placed. A MetLife IDI Product is "placed" when the first modal premium is received and applied to the MetLife IDI Product.

Section 2.7. First year and renewal commission on changes to an existing MetLife IDI Product will be paid only with respect to the increased amount of premium paid resulting from the following changes: (i) an increase to the monthly benefit; (ii) an addition of an optional rider; (iii) a change in the benefit period; (iv) a change in the elimination period; or (v) converting term premium to level premium or changing from one term premium period to another.

If (a) a change in mode to an existing MetLife IDI Product; or (b) a change in premium due to a Priority Plus renewal on a policy anniversary results in an increase in premium, renewal commissions shall be payable according to the compensation schedule in effect at the time the policy was issued. Renewal commission on the increased amount will be payable only for the number of years remaining from the date of the increase to the end of the original renewal commission stream period. For example, if a change in mode at the beginning of the fifth policy year results in the annualized premium increasing from \$1,000 to \$1,200, renewal commission would be paid on \$1,200 for six years (fifth policy year through tenth policy year) according to the commission schedule in effect at the time the MetLife IDI Product was issued.

If a producer other than You submits a change to a MetLife IDI Product that results in new premium, Writing Producer will not be paid any compensation with respect to the new premium.

Section 2.8. You are responsible for all expenses You incur.

Section 2.9. Other than the right to receive compensation as provided herein, and subject to all of the terms of this Agreement, no property rights are created in Writing Producer by this Agreement.

ARTICLE III

Licensing and Appointment

Section 3.1. Writing Producer shall not be entitled to compensation under this Agreement unless You are validly licensed for the services You perform and are appointed by MetLife in those jurisdictions that require appointment of producers. In order to be appointed with MetLife, You must be validly licensed by and be in good standing with the insurance department of each state in which You do business with MetLife. For avoidance of doubt, when the Writing Producer is an entity rather than an individual, any individual producer that Writing Producer allows to sell MetLife IDI Products under this Agreement must also be duly licensed, appointed by MetLife in those jurisdictions that require appointment of producers and be in good standing with the insurance departments in the states that such persons conduct business.

Section 3.2. MetLife shall have the sole discretion to determine whether or not to appoint the Writing Producer. When the Writing Producer is an entity rather than an individual, MetLife shall have the sole discretion to determine whether or not to appoint any individual producers that Writing Producer proposes to allow to sell MetLife IDI

Products pursuant to this Agreement. MetLife in its sole discretion may terminate the appointment of any such appointee, including Writing Producer.

Section 3.3. Writing Producer shall promptly give written notice to MetLife if any license required to perform Your obligations under this Agreement is canceled, suspended, or revoked, or if You are otherwise placed under a legal prohibition from soliciting coverage or accepting commissions in one or more jurisdictions. Any commissions received from MetLife on or after the date Your authority to solicit coverage and accept commissions is terminated must be repaid to MetLife. MetLife will not pay commissions to Writing Producer unless You are properly licensed to receive them, even if they are fully “earned” or “vested”. Should Your license be reinstated, MetLife will then pay any commissions withheld for this reason, without interest, if such payment is permitted by applicable law or regulation.

Section 3.4. MetLife reserves the right to conduct a background check and review valid insurance department licenses for those individual producers that Writing Producer allows to sell MetLife IDI Products pursuant to this Agreement.

ARTICLE IV

Limitations on Authority

Section 4.1. In addition to any specific limitations on Your authority set forth elsewhere in this Agreement, it is expressly agreed that You do 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 MetLife IDI Product;
- (b) To approve evidence of insurability or bind or commit MetLife on any risk in any manner;
- (c) To collect or receive any premiums after the initial premium;
- (d) To extend the time for any premium payment or reinstate any coverage terminated;
- (e) To accept liability for or to adjust or settle any claims; or
- (f) To enter into any legal proceedings as a representative of MetLife.

ARTICLE V

Reservation of Rights by MetLife

Section 5.1. It is understood and agreed that MetLife reserves, without limitation, the right to:

- (a) decline any application for insurance submitted by You;
- (b) discontinue any form of MetLife IDI Product in any or all jurisdictions in which MetLife does business;
- (c) resume the use of any MetLife IDI Product at any time;
- (d) refuse to accept any applications received for any discontinued MetLife IDI Product form(s) after the effective date of discontinuance, which will require You to promptly return any premium collected on that application(s) to the applicant(s); and
- (e) change its Compensation Schedule from that set forth in Appendix A hereof. Any change in compensation shall apply to MetLife IDI Products placed on or after the effective date of the change.

ARTICLE VI

Advertising

Section 6.1. MetLife will, at its expense, provide its standard advertising and promotional material to Writing Producer. You may not use any other advertising copy, supplies or materials which refer to MetLife or its products and services or contain any of MetLife's trademarks including personalized or customized versions of standard MetLife advertising and promotional material. You do not have any rights whatsoever with respect to any Snoopy or Peanuts character or any advertising material provided to You by MetLife.

Section 6.2. Advertising materials include, without limitation:

- (a) Printed and published material, audiovisual material, or descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, billboards, and similar displays;
- (b) Descriptive literature and sales aids of all kinds including but not limited to circulars, leaflets, booklets, illustrations, computer proposals, computer disks, rating software and form letters; and
- (c) All stationery and other written material containing the MetLife name or logo.

Section 6.3. You will not be reimbursed for any expense incurred in preparing, developing, or distributing advertising and promotional material.

ARTICLE VII

Customer Information

Section 7.1. "Customer Information" means information in electronic, paper or any other form that You obtained, had access to or created in connection with individuals who applied for or purchased a MetLife IDI Product. Customer Information includes Nonpublic Personal Information, which for purposes of this Agreement 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. 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 IDI Product. Customer Information does not, however, include information that: (a) is generally available in the public domain and You derive or receive from such public sources; (b) You receive, obtain, develop or independently create not in connection with Your obligations under this Agreement or any other agreement with MetLife; or (c) is disclosed to You by a third party, provided such disclosure was made to You without any violation of an independent obligation of confidentiality or applicable law of which You are aware.

Section 7.2. You 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. You 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. You further agree to comply with MetLife terms of use, policies and procedures with respect to use of MetLife electronic systems and databases providing You access to Customer Information and shall promptly report to MetLife any breach of security related to such systems and databases of which You become aware. You may use Customer Information only for the purpose of fulfilling Your obligations under the Agreement. You will limit access to Customer Information to Your employees and other parties who need to know such Customer Information to permit You to fulfill Your obligations under this Agreement and who have agreed to treat such Customer Information in accordance with the terms of this Agreement. You shall not disclose or otherwise make Customer Information accessible 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 You to fulfill Your obligations under this Agreement, as otherwise directed by MetLife, or as expressly required by applicable law.

Section 7.3. Privacy Notices and Authorizations. You shall provide to customers and prospective customers who apply for or purchase a MetLife IDI Product MetLife privacy notices as required by applicable laws and by MetLife. You shall also obtain signed authorizations from customers and prospective customers who apply for a MetLife IDI Product, as required by MetLife, and provide upon request of such customers and prospective customers, copies of their signed authorizations as required by applicable law and MetLife. In the event that a customer or prospective customer has signed a MetLife authorization and subsequently informs You that he or she is revoking that authorization, You shall promptly inform MetLife in writing of such revocation.

ARTICLE VIII

Confidentiality

Section 8.1. Writing Producer and MetLife (and their respective affiliates, directors, officers, employees, agents or advisors (collectively, "Representatives")) may provide the other with information about their respective business, business plans, products, premium rates, rating disks, and other matters (whether orally, in writing, or on an electronic or other medium) which information the providing company considers confidential (such information, together with any notes, memoranda, computer records or other material prepared by the receiving party or its Representatives, which contain or reflect such information, is referred to herein as "Confidential Information").

Section 8.2. You and MetLife each agree to 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 agree to keep such information confidential; and (b) as and to the extent required by applicable law or regulation 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 Writing Producer that this Section 8.2 shall not prevent You from preparing proposals and quoting MetLife premium rates in the ordinary course of business, pursuant to Section 1.2 of this Agreement.

Section 8.3. 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 Writing Producer to fulfill their respective obligations under this Agreement.

Section 8.4. MetLife and Writing Producer agree that: (a) money damages may not be a sufficient remedy for breach of Article VIII hereof; (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 will 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 VIII, if a court of competent jurisdiction determines in a final non-appealable order that either MetLife or You or any of their respective Representatives has breached this Article VIII, 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 IX

Replacement

Section 9.1. If You replace a MetLife IDI Product or an IDI insurance policy issued by a MetLife affiliate, or an IDI insurance policy for which MetLife provides reinsurance or administrative services, in whole or in part, or change any of the foregoing policies to a different kind or amount, or change its date, MetLife has the right to determine what, if any, compensation shall be payable. If You engage in or condone the systematic wholesale replacement of any of the foregoing policies this Agreement shall be terminated immediately along with Writing Producer's right to renewal commissions and any other compensation. You will exercise due diligence with respect to replacing any of the foregoing policies in accordance with MetLife procedures and applicable law.

ARTICLE X

Indemnification and Insurance

Section 10.1. Writing Producer agrees to indemnify and hold harmless MetLife and its affiliates and subsidiaries from any and all losses, costs, claims, demands, damages, and attorneys' fees caused by or arising from Your negligence, misconduct, or breach of this Agreement that is attributable to You or any of Your Representatives.

Section 10.2. Writing Producer 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 occurrence pursuant to an insurance policy which is underwritten by an insurance carrier that is acceptable to MetLife. Evidence of coverage must be provided to MetLife upon request.

ARTICLE XI

Right to Examination, Review and Audit

Section 11.1. Upon reasonable notice given, You shall make available to MetLife for examination, review and/or audit Your files, books and records pertaining to Your obligations under this Agreement and respecting MetLife IDI Products and insureds. Unless otherwise agreed, such examination, review and or audit shall take place on Writing Producer's premises during its normal business hours. MetLife shall also be entitled to obtain copies of any and all such files, books and records. You shall cooperate to the fullest extent with such examinations, reviews and audits.

ARTICLE XII

Termination

Section 12.1. This Agreement shall terminate whenever either Writing Producer or MetLife shall give thirty (30) day's written notice to the other specifying the date of termination unless a longer notice period is required by applicable law, in which case the Agreement shall terminate upon written notice in accordance with applicable law. The Agreement will terminate automatically without notice if: (a) either MetLife or Writing Producer ceases to exist or becomes bankrupt or insolvent; (b) it is voluntarily or involuntarily assigned by Writing Producer without MetLife's prior written consent; or (c) as to any jurisdiction, if Writing Producer or MetLife no longer have the licenses required to perform all of Writing Producer's or MetLife's respective duties under this Agreement in the applicable jurisdiction.

Section 12.2. Upon termination of the Agreement, Writing Producer shall promptly return all property (such as rate information, including rating disks, supplies, forms, books, advertising, etc.) that MetLife has provided to You and shall promptly pay MetLife any money Writing Producer owes MetLife under the Agreement. MetLife shall pay commissions to Writing Producer to the extent provided by the Agreement.

Section 12.3. In the event this Agreement terminates, the following provisions will nevertheless continue in force notwithstanding such termination:

- (a) Article VII;
- (b) Article VIII;
- (c) Article X; and
- (d) Article XI.

Section 12.4. In the event this Agreement terminates, for a period of six (6) years thereafter, neither You, any affiliate, nor any entity acting on behalf of You or an affiliate shall, directly or indirectly, market, offer, or sell any individual disability income insurance

policy to any person who purchased a MetLife IDI Product for which Writing Producer received compensation from MetLife if such sale would have the effect of replacing a MetLife IDI Product.

ARTICLE XIII

General Provisions

Section 13.1. Writing Producer may assign this Agreement only if it first obtains MetLife's written consent.

Section 13.2. It is understood and agreed that Writing Producer is an independent contractor and not an employee of MetLife or any of its subsidiaries. None of the terms of this Agreement shall be construed as creating an employer-employee relationship between Writing Producer and MetLife.

Section 13.3. All notices permitted or required by this Agreement must be in writing. MetLife's notices to Writing Producer will be to the address shown on page one of this Agreement. Writing Producer's notice to MetLife will be to:

Metropolitan Life Insurance Company
18210 Crane Nest Drive
Tampa, Florida 33647
Attention: Vice-President – Individual Disability

Any party may change its address for notice by written notice to the other.

Section 13.4. This Agreement replaces and supersedes all other agreements (written and oral) between Writing Producer and MetLife to the extent that any such agreement pertains to the subject matter of this Agreement. This Agreement is valid only when it is countersigned by a vice-president of MetLife and it can be changed (or its provisions waived) on MetLife's behalf only by one of these officers pursuant to a signed writing.

Section 13.5. Failure to enforce any provision of this Agreement is not a waiver of that provision, or of any other provision.

Section 13.6. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Section 13.7 This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the New York choice of law rules. Actions under this Agreement may only be brought in a state or federal court located in New York County, New York.

Section 13.8 This Agreement may be executed in counterparts (or by counterpart signature pages), each of which will be deemed an original and all of which constitute one and the same instrument.

SIGNATURES

WRITING PRODUCER

Name of Writing Producer

By _____ Date _____

Printed Name and Title

METROPOLITAN LIFE INSURANCE COMPANY

By _____ Date _____

Printed Name and Title

APPENDIX A

COMPENSATION SCHEDULE

Metropolitan Life Insurance Company Writing Producer Compensation Schedule For MetLife IDI Products (No General Agent)

I. Base First Year Compensation by Product

<p>Omni Advantage, Omni Select, Omni Essential and Salary Saver all with at least a 90 day EP; MetLife Income Guard, Expense Plus, and Buy-Sell</p>	<p>55% of first year premium received other than the premium received for the Refund of Premium Rider</p>
<p>Omni Advantage, Omni Select, Omni Essential and Salary Saver with less than a 90 day EP; Mortgage Comp</p>	<p>40% of total first year premium received other than the premium received for the Refund of Premium Rider</p>
<p>Refund of Premium Rider</p>	<p>4% of the first year premium received for the Refund of Premium Rider</p>

II. First Year Merit Compensation Rate

Aggregate Annualized IDI New Sales Premium Production <u>for the calendar year in which the MetLife IDI Product was placed</u>	Additional First Year Merit Compensation Rate
\$ 0 – 5,000	0%
\$ 5,001 – 10,000	5% of premium in excess of \$5,000
\$ 10,001 – 20,000	10% of premium in excess of \$10,000
\$ 20,001 – 40,000	15% of premium in excess of \$20,000
\$ 40,001+	20% of premium in excess of \$40,000

No merit compensation is payable on the premium received for the Refund of Premium Rider. Aggregate annualized premium shall be reduced by cases not taken.

III. Renewal Compensation

<u>Renewal commissions are based on the sum of the Annualized Premium for all Policies that were placed in the same year and which are still in force at the beginning of the year in which renewal commissions will be paid.</u>	Years 2 – 5	Years 6 - 10
\$ 0 – 4,999	5%	3%
\$ 5,000 – 9,999	10%	5%
\$ 10,000 – 19,999	12.5%	7.5%
\$ 20,000 – 34,999	15%	10%
\$ 35,000+	18%	12.5%

Refund of Premium Rider – 4% of the renewal premiums received for the Refund of Premium Rider in years 2 – 10.

IV. Service Fees - Years 11+

Inforce IDI Premium at the end of the calendar year	Service Fee (as a percentage of inforce premium)
\$ 0 – 24,999	0%
\$ 25,000+	3.5%

No Service Fees are payable on the premium received for the Refund of Premium Rider

V. Inforce Bonus

	Inforce IDI Premium at the end of the calendar year		
Annualized IDI New Sales Premium for calendar year end			
	100,000 – 249,999	250,000 - 449,999	450,000+
\$ 20,000 – 34,999	1%	1.5%	2%
\$ 35,000 – 39,999	2%	2.5%	3%
\$ 40,000+	3%	3.5%	4%

VI. Compensation on Multi-Life Cases

Multi-Life Case Discount Level	Base FYC	First Year Merit Compensation Rate	Renewal Compensation
Up to 20%	55%	See First Year Merit	See Renewal
25%	35%	See First Year Merit	See Renewal
30%	30%	See First Year Merit	See Renewal
35%	25%	See First Year Merit	See Renewal