MetLife Independent Distribution
Profile Form

12.	Has the **FINRA** or any **Federal or State Regulatory Agency *EVER*:** 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?		
13.	Has the **FINRA** or any **Federal or State Regulatory Agency *EVER*:** Revoked or suspended your license as an attorney, accountant, or federal contractor?		
14.	Has any foreign government, court, regulatory agency, or exchange ever entered an order against you related to investments or fraud?		
15.	***HAVE YOU EVER*** been or are you currently the **SUBJECT OF A COMPLAINT** that's insurance-related, consumer-initiated or investment-related.		
16.	***HAVE YOU EVER*** been discharged or permitted to resign because you were accused of violating investment or insurance-related statutes, regulations, rules, or industry standards of conduct? Or fraud or the wrongful taking of property?		
17.	In the last ten years, have any contracts that you held with insurance companies been canceled for cause?		
18.	Has any policy or application for errors and omissions insurance on your behalf ever been declined, canceled, or renewal refused?		

MetLife Independent Distribution
Profile Form

VII. IMSA Statement

The MetLife affiliated insurance companies (MetLife) are committed to conducting business with the highest ethical and legal standards. We have established a tradition of integrity in dealing with our customers. MetLife has adopted the ethical market of conduct program of the Insurance Marketplace Standards Association (IMSA). As described below, MetLife, all employees and distributors are expected to observe the Principles and Code of IMSA:

1. To conduct business according to high standards of honesty and fairness and to render that service to our customers which, in the same circumstance, we would apply to or demand for itself.
2. To provide competent and customer-focused sales and service.
3. To engage in active and fair competition.
4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these principles of ethical market conduct.

VIII. 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 MetLife, Inc., Metropolitan, General American, Walnut Street Securities, MetLife Investors, and New England Financial and their affiliates (hereafter referred to as "The Companies") may conduct investigations in connection with my request to represent The Companies in the solicitation of certain insurance products. I authorize an inquiry to be made of all sources deemed appropriate by The Companies 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 The Companies 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 to the extent permitted by law.

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 agent/broker, I shall observe and be bound by the rules and regulations of The Companies.

I agree to conduct my business in accordance with the IMSA Principles of Ethical Market Conduct.

Corporate:

Name (please print legibly) Signature Date

Individual:

Name (please print legibly) Signature Date

DISCLOSURE

By this document, MetLife Inc. and all affiliates (hereafter referred to as "The Companies") disclose 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, may be obtained for employment purposes and/or in connection with your application or request to represent The Companies in the solicitation of certain products and services. A consumer report or an investigative consumer report may be secured as part of a pre-employment and/or pre-appointment background investigation and at any time during your employment and/or appointment. 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.

Applicant Copy – Please retain this page for your records

METLIFE INVESTORS **FAX (860) 308-7708**
DIRECT DEPOSIT FORM FOR COMMISSIONS **MAIL CODE: FIELD COMPENSATION (16th Floor)**

SECTION I – AGENT INFORMATION

Social Security Number _____ **OR** Tax ID Number _____

Phone Number: (___) _____

Agent Contract Name _____
(please print)

Agent Contract Name – The name, person or corporation, as shown on the contract with MetLife Investors/General American Life Insurance Company. A separate form must be completed for each name in which a contract exists. When an individual and corporate contract exits, complete a form for each.

SECTION II - DIRECT DEPOSIT INFORMATION

Select services: ☐ **Automatic Direct Deposit** ☐ **Account Change**

Enter the account where payment should be disbursed. The nine-digit transit number and account number is encoded at the bottom of your check. A copy of a **VOIDED CHECK** or savings account withdrawal slip **MUST** be attached to ensure the correct numbers are obtained. The account type indicates whether the account is a **primary checking or primary savings**.

9000

Account Name	Transit Number	Account Number	Account Type	Direct Deposit % (Must be 100%)
			Primary Checking or Savings	***100 %***

SECTION III - AGENT AUTHORIZATION/AGREEMENT

I, the undersigned, hereby authorize MetLife Investors to make available net commissions and any other monies it may owe me.

I am aware that because of "prenoting", my payment will not be direct deposited to my account(s), for five (5) business days from the date we ***receive*** this authorization. To verify the first deposit***, I will call my financial institution(s) and verify that the money has been deposited in my account.*** I agree not to hold MetLife Investors responsible for any errors on the part of my bank. (MetLife Investors can only deposit money into your account. It cannot deduct money out of the account.)

I understand that I may terminate this agreement by giving written notice to MetLife Investors Field Compensation.

_____ _____
Agent Signature *(required)* Date

PLEASE RETURN COMPLETED OR REVISED FORM TO:
MetLife Investors, Field Compensation (16th Floor), P.O. Box 990017, Hartford, CT 06199-0017
Field Compensation (877) MET-0411 prompt 5 or Fax (860) 308-7708
Form 33043 (12/05)

Broker Agreement

This BROKER 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 INVESTORS USA INSURANCE COMPANY ("MLI"), an insurance company organized and existing under the laws of the State of Delaware, and the person or entity designated as the Broker on the signature page of this Agreement ("Broker").

RECITALS

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

WHEREAS, Broker wishes to offer and sell certain MetLife insurance and annuity products ("MetLife Products"), and MetLife wishes to authorize Broker to offer and sell MetLife Products.

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 Broker 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 Broker; (2) received, obtained, developed or created by Broker independently from the performance of his or her obligations under this Agreement; or (3) disclosed to Broker by a third party, provided such disclosure was made to Broker without violation of an independent obligation of confidentiality or Applicable Law of which Broker 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 Broker 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.

ARTICLE II
OBLIGATIONS OF BROKER

Section 2.1. Promotion and Sale of MetLife Products. Broker shall promote, market and sell MetLife Products.

Section 2.2. Licensing. Broker shall offer MetLife Products only in those states where it has valid 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 MetLife Products. Broker must promptly give written notice to MetLife if Broker's license is canceled, suspended, or revoked, or if 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. MetLife Materials. To the extent that 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, Broker 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 Broker shall be submitted in writing to MetLife.

Section 2.4. Disclosure of Relationship with MetLife and Disclosure of Compensation. If and as required by Applicable Law, Broker shall disclose in writing to each applicant for a MetLife Product, Broker's relationship with MetLife and the compensation, and anything of value, 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 Broker, or its affiliates, under this Agreement and any other agreement.

Section 2.5. Suitability. Broker shall ensure that each sale of MetLife Products covered by this Agreement which is proposed or made by Broker is appropriate for and suitable to the needs of the person to whom 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, Broker shall deliver 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 2.6. Replacement. Broker shall not engage in the systematic replacement of any insurance products, including the replacement of MetLife Products. Consistent with Applicable Law, 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, Broker shall furnish the applicant with and effect proper execution and retention of any replacement notices and information as required by Applicable Law.

Section 2.7. Marketing and Underwriting. Broker shall comply with all marketing and underwriting guidelines of MetLife applicable to the MetLife Products. Broker acknowledges, as

stated in Article V of this Agreement, that MetLife will make all underwriting decisions with respect to MetLife Products.

Section 2.8. Transmission of Applications and Purchase Payments. Broker shall transmit promptly to MetLife (and in no event later than five (5) Business Days of receipt by the Broker), all applications and any applicable initial purchase payments or premiums for MetLife Products. Broker shall not collect any payments other than initial purchase payments or premiums. Broker shall only collect payments in a form as directed by MetLife.

Section 2.9. Premium Discounts and Rebating. 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 2.10. Contract Delivery. Broker shall deliver newly issued contracts to the contract owner in accordance with MetLife's published guidelines. In the case of long-term care insurance, Broker shall deliver each new long-term care insurance contract within thirty (30) days of the contract's approval date, Broker shall have 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, Broker shall deliver a policy only if, to the best of his or her knowledge, the insured is in as good a condition of health and insurability as is stated in the original application for the contract. If Broker becomes aware of any change in condition of health and insurability, the contract must not be delivered to the contract owner but must be returned to MetLife.

Section 2.11. Ethical/Professional Behavior; Compliance; Oversight. In the conduct of his or her business and in the performance of his or her obligations under this Agreement, Broker shall comply with all Applicable Laws and policies and procedures established by MetLife, as may be amended from time to time and communicated to Broker. Broker shall immediately notify MetLife in writing if he or she may not be in compliance with Applicable Law or MetLife's policies and procedures.

ARTICLE III
COMPENSATION

Section 3.1. Broker 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 ("Compensation"). MetLife shall pay 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 Broker unless Broker is legally authorized to receive it.

Section 3.2. Expenses. Broker is responsible for all expenses incurred by Broker, except as may be agreed to in writing by MetLife prior to Broker incurring such expenses. Additionally, MetLife shall, at its expense, provide its standard advertising and promotional material to Broker 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 Broker's

right to receive any compensation which Broker would have been entitled to receive under Schedule 3.1 if this Agreement had not been terminated. If Broker is a natural person, the compensation payable under this Agreement shall be credited to Broker's account, as it becomes due, and shall be payable to Broker's executors, administrators or assigns. In the event MetLife terminates this Agreement for cause, Broker'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 Broker 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 Broker 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 Broker shall be promptly repaid to MetLife by Broker. In addition, Broker shall promptly repay to MetLife the amount of any other charge back of compensation in connection with the MetLife Products that have been issued pursuant to this Agreement in accordance with Schedule 3.1. If MetLife waives a premium for any reason, Broker 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 Broker or his or her successors or assigns, any indebtedness however or wherever incurred due from Broker. Nothing contained herein shall be construed as giving Broker 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 Broker to MetLife arising under this Agreement and not offset as provided herein. The right of Broker, 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 Broker to MetLife or any of its affiliates.

Section 3.7. Replacement Compensation. If 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, compensation shall be payable in accordance with MetLife's procedures in effect at the time of the 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, compensation 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 Broker for MetLife Products under this Agreement shall be the rates set forth in Schedule 3.1 hereto.

ARTICLE IV
LIMITATIONS ON AUTHORITY

Section 4.1. The authority of the Broker is limited to the authority expressly given in this Agreement. In addition to any specific limitations on Broker's authority found elsewhere in this Agreement, Broker 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 Broker;

(b) Conduct a background check, prior to appointment, and review, at any time, insurance department licenses issued to Broker;

(c) Terminate the appointment of Broker;

(d) Make all underwriting decisions with respect to the MetLife Products;

(e) Decline any application for insurance submitted by 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 Broker 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. Broker 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. Broker 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. Broker 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 Broker and its employees, and shall promptly report to MetLife any breach of security related to such systems and databases of which it becomes aware. Broker may use Customer Information only for the purpose of fulfilling its obligations under the Agreement. Broker will limit access to Customer Information to its employees and other parties who need to know such Customer Information to permit Broker to fulfill its obligations under this Agreement and who have agreed to treat such Customer Information in accordance with the terms of this Agreement. Broker 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 Broker 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, Broker agrees with respect to any PHI received, obtained or created by Broker, or disclosed or made accessible to Broker, that Broker: (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 he or she becomes aware; (e) shall take reasonable steps to mitigate any harmful effect of any use or disclosure of PHI by Broker in violation of the terms of this Agreement or Applicable Law; (f) shall require that any of its 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 Broker 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 Broker 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, Broker further agrees that it shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any such electronic PHI.

Section 6.3. Privacy Notices and Authorizations. Broker shall provide to customers and prospective customers who apply for or purchase MetLife Products, MetLife privacy notices as required by Applicable Law and by MetLife. Broker shall obtain signed authorizations from customers and prospective customers who apply for MetLife Products, 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 policy. In the event that a customer or prospective customer has signed a MetLife authorization and subsequently informs Broker that he or she is revoking that authorization, Broker 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 Broker that this Section 7.2 shall not prevent Broker 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 Broker 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 Broker 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. Brokerage 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 occurrence. 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 Broker 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 Broker ceases to exist or becomes bankrupt or insolvent; (b) it is voluntarily or involuntarily assigned by Broker without MetLife's prior written consent; or (c) as to any jurisdiction, if Broker or MetLife no longer have the licenses required to perform all of Broker's or MetLife's respective duties under this Agreement in the applicable jurisdiction. With respect to these terms, Broker is obligated to immediately inform MetLife of such termination.

Section 9.2. Return of Property and Repayment of Commissions Owed. After termination, the Broker shall promptly return all property (such as rate information, including rating disks, supplies, forms, books, advertising, etc.) that MetLife has given Broker. MetLife shall pay commissions to Broker 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, 10.5, 10.6, 10.7, 10.9, 10.10, 10.11, 10.12 and 10.14.

ARTICLE X
GENERAL PROVISIONS

Section 10.1. Licenses and Approvals. Broker 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 Broker 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 Broker must obtain through MetLife.

Section 10.3. Assignment. Broker may assign its rights and obligations under this Agreement only if Broker 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 Broker's consent.

Section 10.4. Entire Agreement; Modification. This Agreement replaces and supersedes all other agreements (written and oral) between Broker 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 Broker of such amendment or modification. Such amendment or modification shall become effective on the effective date set forth in MetLife's notice.

Section 10.5. Right to Examination, Review and Audit. Subject to the provisions of this Agreement regarding Confidential Information and upon reasonable notice given, Broker 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 Broker's premises during its normal business hours. MetLife shall also be entitled to obtain copies of any and all such files, books and records. Broker shall cooperate to the fullest extent with such examinations, reviews and audits.

Section 10.6. Regulatory Proceedings. Broker 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, Broker shall promptly refer such complaint to MetLife for handling where appropriate and provide MetLife with customer complaint information and documentation upon request.

Section 10.7. Non-Solicitation of MetLife Employees and Agents. During the term of this Agreement and for one (1) year thereafter, Broker shall not, without the consent of MetLife, directly or indirectly solicit for employment, or hire or contract with an agent employed by MetLife in its career distribution channel or any full-time agent contracted through the New England Financial distribution channel.

Section 10.8. Independent Contractor Status. It is understood and agreed that Broker 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 Broker, on the one hand, and MetLife, on the other hand.

Section 10.9. 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 Broker, to the address on the signature page of this Agreement.

(b) If to MLIC and MLI: Contracting and Licensing Department
MetLife
185 Asylum Street
Hartford, CT 06103

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

Section 10.10. Rights, Duties and Obligations of MetLife. MLIC and MLI shall have two separate and distinct agreements with Broker. The rights, duties, obligations and responsibilities of MLIC and MLI are separate and distinct from rights, duties, obligations and responsibilities of each other. All such rights, duties, obligations and responsibilities shall exist only between Broker and each of MLIC and MLI. Neither MLIC nor MLI shall have any responsibility or liability for the actions or omissions of the other under this Agreement.

Section 10.11 Absence of Waiver. Failure to enforce any provision of this Agreement is not a waiver of that provision, or of any other provision.

Section 10.12. 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 10.13. 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

MLI, this Agreement shall be governed by the laws of the State of Delaware without regard to Delaware choice of law rules.

Section 10.14. Jurisdiction. With respect to any action, suit or other proceeding between MLIC and Broker, 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 MLI and Broker, 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 10.15. How We Do Business Guide. Broker acknowledges that he or she 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.

	METROPOLITAN LIFE INSURANCE COMPANY
_____	
Print Name of Broker	
By:_____	By:_____
Title:_____	Title:_____
Address:_____	Date:_____
_____	
	METLIFE INVESTORS USA
Social Security No.:_____	INSURANCE COMPANY
Or Taxpayer ID No.	
Date:_____	By:_____
	Title:_____
	Date:_____