

MetLife Small Market Commission Agreement

This Agreement is made by and between **METROPOLITAN LIFE INSURANCE COMPANY** (“**MetLife**”) and the Producer whose signature appears below. MetLife and Producer hereby agree as follows:

1. Commissions

Producer will receive monthly commissions from MetLife for each coverage sold. Monthly payments will be determined by applying the attached schedule to the actual premium received per line of sold coverage within the policy year, and subtracting the commissions already paid during the policy year. Commissions are calculated based on premium received by line of coverage and will be paid so long as (a) Producer is licensed by the applicable State Insurance Department and appointed by MetLife to sell the insurance provided by the policy; (b) Producer services the business; (c) MetLife recognizes Producer as the agent/broker of record; (d) any commission advances or overpayments have been properly recovered by MetLife; (e) the policy remains in force; and (f) this Agreement is in effect.

2. Risk Acceptance

It is understood and agreed that MetLife retains the exclusive right to (a) bind or commit MetLife on any risk in any matters; (b) decline any application for insurance submitted by the Producer; (c) discontinue any form of policy in any or all jurisdictions in which MetLife does business; and (d) resume the use of any policy at any time.

3. Overpayments

It is agreed that any overpayment of commissions which may occur due to clerical error; cancellation of coverage; refund of premium; payment of any advance if applicable; change of agent/broker of record by the policyholder or MetLife; or any other reason, will be returned to MetLife by the Producer. It is further agreed that MetLife is authorized to recover any overpayments from the current or future commission owed the Producer by MetLife or its affiliates. Producer agrees to reimburse MetLife for expenses, including costs and attorneys’ fees, associated with the collection of outstanding debts due MetLife from Producer.

4. Independent Contractor

Producer acknowledges and agrees that it is an independent contractor and not an employee of MetLife.

5. Notices

If Producer receives notice of the commencement of any legal, regulatory or administrative proceedings involving MetLife or Producer, or if it receives any communication from any Insurance Department or other administrative agency or any other person identifying a complaint registered against MetLife or Producer, Producer shall, following receipt of such notice, immediately notify MetLife of the proceeding or complaint, and promptly forward any correspondence or necessary files to MetLife.

6. Customer Information

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 this Agreement (“Customer Information”) as confidential. Customer Information may include, but is not limited to, an individual’s name, address, social security number, as well as any financial or health information relating to the individual. Producer may use Customer Information only for the purpose of fulfilling its obligations under this Agreement 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 this Agreement 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.

7. Protected Health Information

“Protected Health Information” or “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. 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 (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. In order to further protect the confidentiality of any PHI disclosed to or used by Producer pursuant to this Agreement and to satisfy requirements of the

7. Protected Health Information (continued)

Health Insurance Portability and Accountability Act of 1996 and its privacy regulations as may be amended from time to time ("HIPAA"), MetLife and Producer agree to the following with respect to any PHI received or created by Producer in providing services pursuant to this Agreement, including PHI received or created prior to the effective date of this Agreement ("MetLife PHI"): (a) the obligations regarding MetLife PHI contained in this section shall be in addition to any other obligations contained in this Agreement that apply to MetLife PHI; (b) Producer may not use or disclose MetLife PHI except to provide services pursuant to this Agreement; (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-Producers or Producer affiliates, that Producer may use in accordance with this Agreement 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 Agreement 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 Section 7 to the MetLife PHI beyond the termination of this Agreement 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 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, including any subcontractor or Producer affiliate to whom Producer provides such information, 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.

8. Amendments

MetLife reserves the right to amend this Agreement by providing Producer with thirty (30) days prior written notice of the change.


9. Advertising

In connection with the sale or marketing of MetLife products, Producer shall use only sales material approved in writing by MetLife.

10. Termination

MetLife may terminate this Agreement at any time for any or no reason. Additionally, this Agreement shall terminate immediately if (a) Producer is no longer appointed by MetLife to sell its products; (b) Producer is not licensed by the applicable state insurance department; (c) Producer breaches any provision of this Agreement; (d) Producer commits or its agents commit fraud, embezzlement, gross negligence or other legal misconduct. Notwithstanding the termination of this Agreement, the rights and obligations established under Sections 3, 5, 6, and 7, hereof, shall in their entirety continue in effect for a period of six (6) years following termination of this Agreement.

METROPOLITAN LIFE INSURANCE COMPANY



Bradley Bodell, Vice President

Producer's Signature: _____	Date: _____
Producer's Printed Name: _____	
Social Security Number (Tax ID if Corporation): _____	

MetLife Commission Agreement

MetLife Commission Schedule for:

Basic Life, Core Life, Dependent Life, AD&D, STD and State Mandated Disability			
	Annual Premium	New Business Commission	Renewal Commission
First	\$5,000	15.00%	15.00%
Next	\$5,000	10.00%	10.00%
Next	\$20,000	5.00%	5.00%
Next	\$10,000	3.50%	3.50%
Next	\$10,000	3.00%	3.00%
Next	\$10,000	2.00%	2.00%
Next	\$190,000	1.75%	1.75%
Next	\$250,000	1.00%	1.00%
Next	\$500,000	0.50%	0.50%
Next	\$4,000,000	0.25%	0.25%
	\$5,000,000 & over	0.10%	0.10%

Dental			
	Annual Premium	New Business Commission	Renewal Commission
First	\$5,000	10.00%	10.00%
Next	\$5,000	7.50%	7.50%
Next	\$20,000	5.00%	5.00%
Next	\$10,000	3.50%	3.50%
Next	\$10,000	3.00%	3.00%
Next	\$10,000	2.00%	2.00%
Next	\$190,000	1.75%	1.75%
Next	\$250,000	1.00%	1.00%
Next	\$500,000	0.50%	0.50%
Next	\$4,000,000	0.25%	0.25%
	\$5,000,000 & over	0.10%	0.10%

Long Term Disability		
	Annual Premium	Commission
First	\$15,000	15.00%
Next	\$10,000	10.00%
Next	\$25,000	5.00%
Next	\$200,000	2.00%
	Excess over \$250,000	1.00%

Buy-Up Life, Enhanced Optional Life and Enhanced/Buy-Up Dependent Life and Voluntary Short Term Disability:
Flat 15% of annualized premium

This schedule shall not apply to MetLife Financial Services (MLFS).