

Appointment Form Only

Steps 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 SafeGuard 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 be completed.
- 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 Associate 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 States:

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: Service Delivery Center
Attn: Corporate Licensing & Registration
500 Schoolhouse Road
Johnstown, PA 15904

Fax: 908-552-2444

Email: CLR_Institutional@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
 MLIC Individual Disability Income
 P&C
 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)	

*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:	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
(b) found you to have been involved in a violation of investment- OR insurance-related statutes or regulations ?	<input type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input type="checkbox"/>
(d) entered an order against you in connection with investment- OR insurance-related activity?	<input type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input type="checkbox"/>
(f) revoked or suspended your license as an attorney, accountant, or federal contractor?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has any foreign government, court, regulatory agency, or exchange ever entered an order against you related to investments or fraud?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you ever been or are you currently the subject of an investment-related, insurance-related, or consumer-initiated complaint?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
(b) fraud or the wrongful taking of property?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have any contracts that you held with any insurance companies been cancelled for cause (not including productivity)?	<input type="checkbox"/>	<input type="checkbox"/>
9. Has any policy or application for errors and omissions insurance on your behalf ever been declined, canceled, or renewal refused?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>

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 on behalf of itself and its affiliates (collectively “MetLife”) and the party identified below as the producer (“Producer”).

WHEREAS, MetLife and Producer have one or more broker 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”) 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. 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, 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 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 maintained, stored and transmitted in a secure manner in accordance with all applicable laws. To the extent that Producer becomes aware of a failure of security measures or any use or disclosure of Customer Information that is not permitted by the Contract, Producer shall immediately report such incident to MetLife at securitybreach@metlife.com and cooperate with MetLife to fulfill any resulting legal obligations.
2. 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.
3. 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 fifteen (15) 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.

4. 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.

5. 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 Contract, if feasible, or, if termination is not feasible, report the problem to the Secretary of Health and Human Services.

6. Producer's breach of any of the provisions of this Agreement shall constitute a material breach of the Contract and provide grounds for immediate termination of the Contract by MetLife, notwithstanding any other provision of the Contract.

METROPOLITAN LIFE INSURANCE COMPANY



By:

Printed Name: Dean Witte

Title: Vice President

Date: August 11, 2010

PRODUCER/AGENCY

Printed Name

Signature

Social Security Number/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 with its offices located at 200 Park Avenue, New York, New York 10166-0188 (“MetLife”) and _____ located at _____ (“Writing Producer”) with respect to the sale of MetLife Individual Disability Income Insurance Policies (“MetLife IDI Products”) sold by the Writing Producer and the Writing Producer’s employees and designated representatives (hereinafter the Writing Producer and the Writing Producer’s employees and designated representatives shall collectively be referred to herein as “You” or “Your”) through any of the general agents listed on Attachment A hereto (the “General Agent”). This Agreement shall be effective as of the date this Agreement is signed and executed by MetLife and the Writing Producer.

In no event shall MetLife be obligated to pay compensation to the Writing Producer unless and until MetLife receives the premium payment for the relevant MetLife IDI Product. To the extent You already have an existing arrangement with MetLife or the General Agent to sell MetLife IDI Products, this Agreement shall:

- (A) Supersede and govern all applications for MetLife IDI Products:
 - (1) that are received by the General Agent’s designated MetLife Employee Benefits Sales and Service office (formerly known as MetLife Small Business Center) (the “MetLife Office”) that resulted in the issuance of MetLife IDI Products; and
 - (2) for which the Writing Producer is the writing producer entitled to compensation as a result of business the Writing Producer first submitted through the General Agent, and which the General Agent sent to the MetLife Office under a cover letter of the General Agent, or any other administrative or submission process that maybe from time to time required by MetLife; and
- (B) Replace any other arrangement for sales of MetLife IDI Products already in place between MetLife and You or between You and the General Agent.

MetLife and the Writing Producer hereby agree as follows:

I. GENERAL TERMS AND CONDITIONS

- (A) **Work Status.** You are an independent contractor and not an employee of MetLife or its affiliates. None of the terms of this Agreement shall be construed as creating an employer-employee relationship.
- (B) **Appointment; Licensing.** In order to market and sell MetLife IDI Products through the General Agent and be paid commission for such sale, You must first be appointed with MetLife and must be validly licensed and in good standing with the insurance department of each state in which You conduct business. Subject to applicable laws, You are authorized to represent MetLife for the purposes of:
- (1) obtaining and promptly transmitting to MetLife through the General Agent all applications and premiums for MetLife IDI Products;
 - (2) arranging for the timely delivery of new MetLife IDI Products to policyholders and for the timely remittance of modal premiums to MetLife. MetLife IDI Products may be delivered only if the insured, to the best of Your knowledge, continues to be in good health (as stated on the application for the MetLife IDI Product); and
 - (3) returning, for cancellation, to MetLife through the General Agent any MetLife IDI Product not accepted by the policyholder.
- (C) **E&O Insurance.** For as long as this Agreement remains in effect, You are required to maintain Errors and Omission coverage in the amount of \$1 million. From time to time, MetLife may require proof that this coverage remains in force.
- (D) **Marketing Materials.** You may not alter, add or omit any part of any MetLife IDI Product issued by MetLife. MetLife will, at its expense, provide its standard advertising and promotional material to the General Agent and You. 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 and Peanuts character or any advertising material provided to General Agent and You by MetLife. Advertising materials include, without limitation:
- (1) printed and published material, audiovisual material, or descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, billboards, and similar displays;
 - (2) 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
 - (3) all stationery and other written material containing the MetLife name or logo.

- (E) **Termination.** The Agreement shall terminate whenever either the Writing Producer or MetLife gives five (5) days written notice to the other specifying the date of termination. If the Agreement terminates, You may no longer sell any of the MetLife IDI Products covered under this Agreement. You shall be asked to return promptly all property (such as sales materials, forms, etc.) that may have been given to You. In the event this Agreement is terminated, any commissions payable to the Writing Producer under this Agreement shall be vested only as set forth in this Agreement.
- (F) **Indemnification.** You agree to indemnify MetLife and its affiliates against any and all losses, damages or collection costs resulting from acts, omissions, or breaches by You of any duties or obligations under this Agreement, or any unauthorized or fraudulent acts or omissions by You, unless such are caused by and the result of any acts or omissions by MetLife. This indemnification provision shall survive termination of this Agreement.
- (G) **Assignment.** You may not assign this Agreement without first obtaining MetLife's written consent.
- (H) **Notice.** All notices permitted or required by this Agreement must be in writing. MetLife's notices to You will be to the address shown on page one of this Agreement. Your notice to MetLife will be to:

Metropolitan Life Insurance Company
10 South LaSalle Street
Suite 3350
Chicago, Illinois 60603
Attention: Dennis Lyons - Vice-President

with a copy to:

Metropolitan Life Insurance Company
18210 Crane Nest Drive
Tampa, Florida 33647
Attention: Director – Individual Disability Income Administration

and

Justin Hixson
Assistant General Counsel
Metropolitan Life Insurance Company
1095 Avenue of the Americas
New York, NY 10036

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

- (I) **Waiver.** Failure to enforce any provision of this Agreement is not a waiver of that provision, or of any other provision.

- (J) **Third-Party Beneficiaries.** 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.
- (K) **Applicable Law.** 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 of federal court located in New York County.
- (L) **Signature of MetLife Officer.** This Agreement is valid only when it is countersigned by a vice-president of MetLife and it can be changed or amended (or its provisions waived) on MetLife's behalf only by one of these officers pursuant to a signed writing.

II. COMPENSATION

- (A) **Generally.** Compensation shall be payable by MetLife to the Writing Producer in accordance with this Agreement on MetLife IDI Products issued by MetLife whenever the Writing Producer is named by the policyholder at the time of sale as the writing producer entitled to compensation. Commissions set forth in Attachment B hereof do not vary by underwriting class and shall be payable on any extra charge of morbidity. Commissions will not be paid to the Writing Producer until all the requirements of the MetLife IDI Products have been met.
- (B) **First Year Commission.** First Year Commission shall be payable by MetLife directly to the Writing Producer as provided in Attachment B hereof, based on premium received by MetLife for the first year following the MetLife IDI Product's effective date.
- (C) **First Year Commission on Policy Changes** in coverage to an existing MetLife IDI Product will be paid only with respect to the increased amount of premium paid resulting from the following changes: (a) an increase to the monthly benefit; (b) an addition of an optional rider; (c) a change in the benefit period; or (d) a change in the elimination period.

First Year Commission will be paid on a replacement of an existing MetLife IDI policy with a new MetLife IDI policy, only on the amount of the premium increase.

- (D) **Renewal Commission.** Renewal commission shall be payable to the Writing Producer as set forth in Attachment B hereof on renewal premiums as received by MetLife for a maximum of nine (9) years. Renewal Commissions are vested only through the tenth MetLife IDI Product year, so long as on January 1 of any year following the termination of this Agreement, annual in-force renewal premiums are \$10,000 or more.
- (E) **Renewal Commission on Policy Changes** in coverage to an existing MetLife IDI Product will be paid based upon the effective date of the policy change to the MetLife IDI Product with respect to the increased amount of premium paid resulting from the following changes: (a) an increase to the monthly benefit; (b) an addition of an optional rider; (c) a change in the benefit period; or (d) a change to the elimination period. For any other

increase or policy change to an existing MetLife IDI Product not set forth in (a)-(d) above, Renewal Commissions shall be payable, as appropriate, based upon the original issue date of the MetLife IDI Product and the amount of premium payable after the increase or change.

- (F) **Commissions Payable on Optional Benefit Riders.** Except for the Good Health Benefit Rider, first year commissions, renewal commissions, and service fees for all other optional benefit riders shall be payable at the same rate as those for the base plan premium provided the optional benefit rider(s) is issued on the effective date of the MetLife IDI Product. For the Good Health Benefit Rider, first year and renewal commissions shall be based solely on the portion of the premium that applies to the Good Health Benefit Rider.
- (G) **Service Fees.** Service Fees shall be paid on premiums received by MetLife on a MetLife IDI Product that has been in force for more than ten (10) years, so long as You:
- (1) are still under contract with MetLife to write new MetLife IDI Product business;
 - (2) continue to be the writing producer entitled to compensation for the MetLife IDI Product; and
 - (3) MetLife, in its sole discretion, determines that You are continuing to service the MetLife IDI Product. Service Fees do not apply to the Good Health Benefit rider premium.
- (H) **Timing of Payments.** Any payment required to be paid to the Writing Producer under this Agreement shall be paid to the 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.
- (I) **Employees, Brokers and Representatives.** MetLife shall, in its sole discretion, appoint, and terminate the appointment of You as an authorized agent of MetLife to sell or renew MetLife IDI Products when such appointment is necessary in connection with the sale of MetLife IDI Products under this Agreement. The Writing Producer shall be solely responsible for any and all compensation to be paid to any of the Writing Producer's employees or designated representatives.
- (J) **Return of Compensation; Offset.** MetLife may be entitled to the return of amounts paid to the Writing Producer under this Agreement. This may happen if a change in premium or cancellation of a MetLife IDI Product sold by You under this Agreement causes the amount of compensation to which the Writing Producer is entitled to change. In such a case, MetLife shall restate the compensation payable to the Writing Producer and the Writing Producer shall return to MetLife any overpayments. MetLife shall have

the right to offset any amount owed by the Writing Producer to MetLife against any amount payable to the Writing Producer by MetLife.

- (K) **Merit Compensation/In-Force Bonus.** MetLife’s payment of compensation to the Writing Producer will not include any merit compensation or any In-Force Bonus. Any payment of merit compensation or In-Force Bonus shall be solely the obligation of the General Agent.
- (L) **Right to Change Compensation.** MetLife reserves the right to alter, amend or modify the commission schedules and compensation arrangements. Any such changes shall become effective for MetLife IDI Products applied for or issued on or after the effective date of the change unless otherwise set forth in Attachment B hereof.
- (M) **Commission Rate for MetLife IDI Products.** Attachment B of this Agreement sets forth the compensation that shall be payable to the Writing Producer for the sale of MetLife IDI Products that You make as a result of business submitted through the General Agent. Notwithstanding any written agreement between MetLife and You to the contrary, the commission rate payable to the Writing Producer for the sale of MetLife IDI Products that You make as a result of business submitted through the General Agent shall be the commission rate set forth on the first commission statement on which the commission rate applicable to the MetLife IDI product shall appear, provided however:
 - (1) the maximum commission to the Writing Producer for the sale of MetLife IDI Products through the General Agent shall be set forth in Attachment B hereof;
 - (2) the Writing Producer shall have ninety (90) days following the date of each commission statement to object in writing to the amount of commission paid to the Writing Producer; and
 - (3) if MetLife pays compensation to the Writing Producer in excess of the compensation amounts reflected in Appendix B hereof for the sale of a MetLife IDI product under this Agreement, then the Writing Producer shall be obligated to reimburse MetLife for such excess payment.

Metropolitan Life Insurance Company

By: Vice President, Individual Disability

By: Individual Writing Producer or Officer For
Corporate Writing Producer:

Printed Name and Title:

Printed Name and Title:

Date:

Date:

ATTACHMENT A

NAME AND ADDRESS:

TELEPHONE:

Tom DiCinti

(856) 770-8220

4 Oak Hollow Drive

Suite 101

Voorhees, NJ 08043

ATTACHMENT B

GENERAL AGENT DISTRIBUTION CHANNEL WRITING PRODUCER

I. Base First Year Commission by Product

Omni Advantage, Omni Select (Non GSI), Omni Essential (Non GSI), Salary Saver (Non GSI), or Omni Plus 90 day EP; Expense Plus and Buy-Out	55% of total first year premium received.
All Other Disability Income Products	35% of total first year premium

II. Multi-Life cases

(Premium Discount is determined by MetLife during underwriting)

Up to 20% Discount	55% of total first year premium received
25% Discount	35% of total first year premium received
30% Discount	30% of total first year premium received
35% Discount	25% of total first year premium received

III. Good Health Benefit (Policy Year 1-10)

Good Health Benefit	4% of the first year premium received for the Good Health Benefit
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IV. Renewal Commissions (Years 2-10)

<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 – 9,999	5%	3%
\$ 10,000 – 19,999	10%	5%
\$ 20,000 +	15%	7%

V. Service Fees (Years 11+)

Inforce IDI Premium at the end of the calendar year	Service Fee (on a first dollar basis)
\$ 0 – 24,999	0%
\$ 25,000+	1%

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
		+		+					

or

Employer identification number									
		+							

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Direct Deposit Makes Getting Paid Easier



MetLife®

Direct Deposit is available for Producer Compensation Payments.

For your convenience, MetLife's direct deposit capability will automatically deposit your payments into the bank account of your choice at no cost to you. You will continue to receive a complete Explanation of Payment (EOP) similar to the one you currently receive, with an additional message stating the amount and date that your account is scheduled to be credited.

To participate in the direct deposit service, simply complete the Authorization Form and return it to us.

Please note, the name on the bank account must match the name of the current commissions payee.

We'll take care of the rest!

Fax to:

MetLife Institutional Business
Direct Deposit Requests
1-800-556-9430

Mail to:

MetLife Institutional Business
Direct Deposit Requests
P.O. Box 30160
Tampa, FL 33630-3160

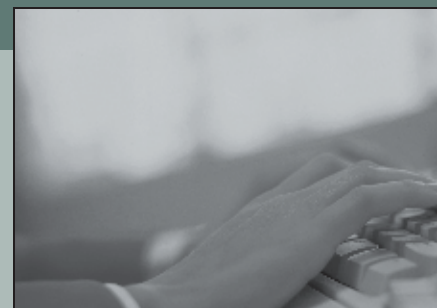
For questions, contact us at:

1-888-653-8325

E-mail: ask4met@metlifeservice.com



Compensation Paid Directly
Into Your Bank Account



MetLife Institutional Business Direct Deposit Authorization Form

I/we have read and understand the terms of authorization as outlined herein and in the section that follows. By signing this form, I/we hereby agree to the conditions herein and in the section that follows, and authorize Metropolitan Life Insurance Company ("MetLife") to commence direct deposit credits into my/our designated account at the designated depository institution ("Depository").

New Change

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Individual OR Firm Name (please print clearly) _____

Payee Broker Code _____

Payee Social Security _____ - _____ - _____ **OR** Taxpayer Identification Number (TIN) _____ - _____

Payee Payment Address _____

City _____ State _____ Zip _____

Payee Telephone Number (_____) - _____ E-Mail Address _____ @ _____ . _____

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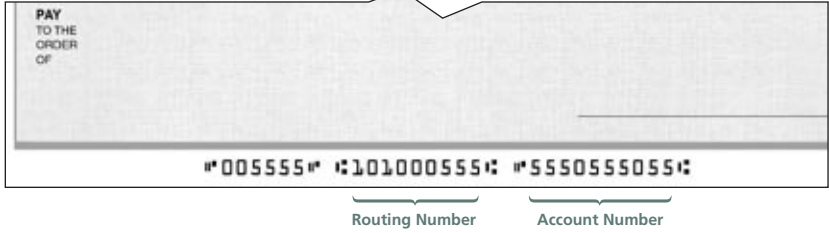
Bank Name _____ Account Type: Checking Savings

City _____ State _____ Zip _____

Name on Bank Account _____

Bank Routing Number _____ Bank Account Number _____

Please confirm with your bank that the routing number is the ACH (automated clearing house) routing number for electronic funds deposits.



For questions, contact us at:
 1-888-653-8325
 E-mail: ask4met@metlifeservice.com

Fax your completed form to us at:
 1-800-556-9430

Terms of this authorization

By the signature(s) set forth herein, I/we hereby authorize MetLife to deposit my/our Institutional Business compensation payments directly to the Individual/Corporate Account at the Depository set forth herein. I/we hereby authorize the Depository to accept such deposits and post them to my/our Individual/Corporate Account.

This authorization will remain in full force and effect until MetLife has received written notification of its termination in such time and manner as to afford MetLife and my/our Depository a reasonable opportunity to act on it. THIS AUTHORIZATION MAY BE REVOKED ONLY BY NOTIFYING METLIFE IN THE MANNER SPECIFIED IN THIS AUTHORIZATION FORM. Furthermore, MetLife has the authority to discontinue the direct deposit service with a 30-day advance notice of such termination.

MetLife shall be entitled to rely upon all Depository information provided on this form (e.g., Depository Name, Depository Account Number, etc.) for as long as this arrangement remains in effect, and MetLife shall incur no liability or loss whatsoever as a result of relying on any such information. MetLife shall not be required to verify the accuracy of any Depository information (including but not limited to the name on the Depository account) and may rely solely on the Depository account number even if the number identifies a person other than me/us. I/we understand that MetLife's liability under the commission schedule/producer agreement is fully satisfied by virtue of the direct deposit made, and MetLife is not responsible if someone withdraws such funds.

If for any reason the Depository information changes, it is agreed that it is the sole responsibility of the Account holder(s) to give written notice to inform MetLife as soon as possible of any change, but not less than ten (10) business days prior to the effective date of such change. When changing Depository accounts, it is understood that the current account will be left open until the initial deposit is made into the new account.

Authorized Signature _____ Date _____

PRINT NAME _____



Metropolitan Life Insurance Company
 200 Park Avenue
 New York, NY 10166
 www.metlife.com