Standard Commission Agreement

Need to know: Producer and Payee must be licensed and appointed in situs state. For any questions, please contact: CLR_Institutional@metlife.com

Metropolitan Life Insurance Company

SECTION 1: Disclosure

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 commissions from MetLife for each coverage sold in the month after premium is received by MetLife. 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. By accepting any payment of commissions, Broker attests that it is an independent contractor *(as such term is defined in Treasury Regulation Section 1.409A-1(f)(2))* with respect to MetLife, and acknowledges that it is solely responsible for payment of all taxes related to any payment of commissions. Broker also releases *(to the extent permitted by law)* MetLife from any and all responsibility for payment of any and all taxes related to any payment of commissions, including, if applicable, any interest or penalties that may be imposed under statutes, regulations, orders, or rulings governing the taxation of deferred compensation, including but not limited to Section 409A of the Internal Revenue Code.

5. Notices Disclosure. 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. Producer shall disclose to each of its clients all compensation including, without limitation, commissions, service fees, and supplemental compensation that MetLife pays to Producer or any of Producer's affiliates with respect to the MetLife Products purchased by Producer's client. Producer shall provide to a client or prospective client MetLife's Compensation Notice provided in any MetLife bid proposal for such client. MetLife reserves the right to change the form of the Compensation Notice. MetLife reserves the right to disclose to its customers or potential customers the details regarding compensation it may pay to Producer and to Producer's affiliates under this or any other agreement. Producer shall provide to customers or prospective customers a copy of MetLife's compensation notice provided in any MetLife bid proposal for such customer or prospective customer. MetLife reserves the right to disclose to its customers or potential customers the details regarding compensation it may pay to Producer.

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 the Contract *("Customer Information")* as confidential. Customer Information may include, but is not limited to, an individual's name, address, social security number, and any financial or health information relating to the individual. Producer may use Customer Information only for the purpose of fulfilling its obligations under the Contract and Producer may not disclose Customer Information to anyone other than the individual to whom the information relates, except as required for Producer to fulfill its obligations under the Contract or as otherwise directed by MetLife, or except as expressly required by law. Producer must also ensure that Customer Information is kept in a secured manner.

7. Protected Health Information. 7.1. In order to further protect the confidentiality of any PHI disclosed to or used by Producer pursuant to the Contract and to satisfy requirements of HIPAA, MetLife and Producer agree to the following with respect to any PHI received or created by Producer in providing services pursuant to the Contract, including PHI received or created prior to the effective date of the Contract *("MetLife PHI")*: (a) the obligations regarding MetLife PHI contained in this Agreement shall be in addition to any other obligations contained in the Contract that apply to MetLife PHI; (b) Producer may not use or disclose MetLife PHI except to provide services pursuant to the Contract; (c) Producer shall use appropriate safeguards to prevent use or disclosure of MetLife PHI; (d) MetLife and Producer represent and warrant that their security procedures are adequate to protect and maintain the confidentiality of MetLife PHI; (e) Producer shall promptly report to MetLife any use or disclosure of MetLife PHI not permitted by this Agreement of which it becomes aware; (f) Producer shall ensure that any Agents, including any sub-contractors or Producer affiliates, that Producer may use in accordance with the Contract and to whom Producer provides MetLife PHI or who uses MetLife PHI has been approved by MetLife in writing and agrees to the same restrictions and conditions that apply to Producer with respect to MetLife PHI pursuant to this Agreement; (g) within thirty (30) days of MetLife's request, Producer

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

7.2. 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 after discovering a "breach" as that term is defined in Section 13400 of the HITECH Act at the following e-mail address: **securitybreach@metlife.com**

7.3. In the event Producer learns of a pattern of activity or practice of subcontractor that constitutes a material breach or violation of its obligations relating to PHI under Producer and subcontractor's agreement, Producer will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Producer will terminate the agreement with its subcontractor, if feasible, or, if termination is not feasible, report the problem to the Secretary of Department of Health and Human Services ("HHS").

7.4. PHI is defined as individually identifiable information that is transmitted or maintained in any medium and relates to: the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or past, present, or future payment for the provision of health care to the individual. MetLife and Producer understand that this definition of PHI includes demographic information about the individual, including names; geographic subdivisions smaller than a state *(including but not limited to street addresses and ZIP codes)*; all elements of dates *(except year)* for dates directly related to an individual, including but not limited to birth date; telephone numbers; fax numbers; electronic mail *(E-mail)* addresses; Social Security numbers; Medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; biometric identifiers, including finger and voice prints; full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code.

7.5. Producer's breach of any of the provisions of Paragraph 7 shall constitute a material breach of this Agreement and provide grounds for immediate termination by MetLife, notwithstanding any other provision of the Agreement.

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. For 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. The rights and obligations established under Sections 3, 5, 6, and 7, hereof, shall survive the termination of this Agreement.

11. Records. CA DHMO Only. All records, books and papers of Vendor relating to Services provided by Producer shall be open to inspection, including through electronic means by the Director of the Department of Managed Health Care; To the extent feasible, all such records, books and papers shall be located within the State of California; Pursuant to a request by the director to inspect the records, books, and papers of the Producer, the Producer shall: (a) Furnish in electronic media records, books, and papers that are possessed in electronic media; and (b) Conduct a review of the records, books, and papers and make every effort to ensure that the information provided is responsive to the request; To the greatest extent possible, all records, books, and papers of the Producer and furnished pursuant to a request shall be provided in a format that is digitally searchable; For reference, all records, books, and papers mentioned herein includes records, books, and papers that are possessed in any medium, including electronic media.

Basic Life, Core Life, Dependent Life, AD&D, STD and State Mandated Disability		Dental* MMA STD		Long Term Disability	
Annual Premium	**New/Renewal Commission**	**Annual Premium**	**New/Renewal Commission**	**Annual Premium**	**New/Renewal Commission**
First $5,000	15.00%	First $5,000	10.00%	First $15,000	15.00%
Next $5,000	10.00%	Next $5,000	7.50%	Next $10,000	10.00%
Next $20,000	5.00%	Next $20,000	5.00%	Next $25,000	5.00%
Next $10,000	3.50%	Next $10,000	3.50%	Next $200,000	2.00%
Next $10,000	3.00%	Next $10,000	3.00%	$250,000 & over	1.00%
Next $10,000	2.00%	Next $10,000	2.00%	**Buy-up Life, Enhanced Optional Life and**	
Next $190,000	1.75%	Next $190,000	1.75%	**Enhanced/Buy-Up Dependent Life and Vol.**	
Next $250,000	1.00%	Next $250,000	1.00%	**Short Term Disability/Long Term Disability DHMO TX**	
Next $500,000	0.50%	Next $500,000	0.50%	Flat 15% of Annualized Premium	
Next $4,000,000	0.25%	Next $4,000,000	0.25%	**Vision, DHMO**	
$5,000,000 & over	0.10%	$5,000,000 & over	0.10%	10% Annualized Premium	

*Michigan Manufacturers Association (MMA) STD rate is paid using the MetLife dental rates

SECTION 2: Signatures

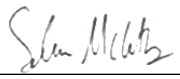
Payee

Sign Here Signature of Payee _____ Date *(mm/dd/yyyy)* _____

Individual Name/Business Entity to Be Paid | SSN/Tax Payer Identification Number

Commission Payment Street Address | City | State | Zip Code

Vice President

Sign Here Signature  Name **Selena McCarthy**

- DIRECT DEPOSIT Preferred Payment Method – for a form go to https://metlife.quadientcloud.com/app/eforms/&DOCID=SCA-DDAPP-EFT