

# MetLife Pet Insurance Standard Commission Agreement

## SECTION 1: Broker and Commission Information

This agreement is between MetLife Pet Insurance Solutions, LLC<sup>1</sup>, Metropolitan General Insurance Company (collectively, “MetLife Pet”), and the undersigned producer (“Producer”). MetLife Pet Insurance Solutions, LLC services pet insurance products underwritten by Metropolitan General Insurance Company and Independence American Insurance Company (“IAIC”). This agreement is effective for first and subsequent year commissions, if applicable, for the customers that Producer is the designated Broker of Record and is appropriately licensed to earned commissions.

Line of Coverage  
PETINS – Pet Insurance

New/Renewal Commission on Earned and Received Premium  
10%

## SECTION 2: Disclosure

**1. Commissions.** Producer will receive commissions from MetLife Pet for each coverage sold in the month after premium is received by MetLife Pet for coverages in which Producer is designated and recognized by MetLife Pet as the agent/broker of record. 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 for pet insurance policies in which Producer is designated and recognized by MetLife Pet as the agent/broker of record. Commissions will be paid so long as: (a) Producer is appropriately licensed by the applicable State Insurance Department and appointed by IAIC to sell the insurance provided by the policy, as applicable; (b) Producer services the business; (c) MetLife Pet recognizes Producer as the agent/broker of record; (d) any commission advances or overpayments have been properly recovered by MetLife Pet; (e) the policy remains in force; and (f) this Agreement is in effect.

**2. Risk Acceptance.** It is understood and agreed that MetLife Pet retains the exclusive right to (a) bind or commit MetLife Pet or IAIC on any risk in any matters; (b) decline any application for insurance submitted by the Producer; (c) with IAIC, discontinue any form of policy in any or all jurisdictions in which MetLife Pet 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 MetLifePet; or any other reason, will be returned to MetLife Pet by the Producer. It is further agreed that MetLife Pet is authorized to recover any overpayments from the current or future commission owed the Producer by MetLife Pet or its affiliates. Producer agrees to reimburse MetLife Pet for expenses, including costs and attorneys' fees, associated with the collection of outstanding debts due MetLife Pet from Producer.

**4. Independent Contractor.** Producer acknowledges and agrees that it is an independent contractor and not an employee of MetLife Pet. 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 Pet, 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 Pet 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 Pet 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 Pet or Producer, Producer shall, following receipt of such notice, immediately notify MetLife Pet 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 Pet pays to Producer or any of Producer's affiliates with respect to the MetLife Pet Products purchased by Producer's client. Producer shall provide to a client or prospective client MetLife Pet's Compensation Notice provided in any PetFirst bid proposal for such client. MetLife Pet reserves the right to change the form of the Compensation Notice. MetLife Pet 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 Pet's compensation notice provided in any MetLife Pet bid proposal for such customer or prospective customer. MetLife Pet 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 Pet'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 Pet, or except as expressly required by law. Producer must also ensure that Customer Information is kept in a secured manner.

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

**8. Advertising.** For the sale or marketing of MetLife Pet products, Producer shall use only sales material approved in writing by MetLife Pet and its legal support from the Metropolitan Life Insurance Company.

**9. Termination.** MetLife Pet 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 Pet 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.

## SECTION 3: Signatures

### Producer

First Name <i>(Please print)</i>	Middle Name	Last Name
SSN, Broker Code or License Number <i>(For verification purposes only)</i>		Email Address

**Sign Here**

Signature of Producer

Date *(mm/dd/yyyy)*

### Payee

Individual Name/Business Entity to Be Paid	SSN/Tax Payer Identification Number	Email Address	
Commission Payment Street Address	City	State	Zip Code

### Vice President

**Sign Here**

Signature



Name

Uday Tumuluri

### Assistant Vice President Financial Analysis

**Sign Here**

Signature



Name

Michael Walling

<sup>1</sup> Pet Insurance offered by MetLife Pet Insurance Solutions LLC is underwritten by Independence American Insurance Company ("IAIC"), an unaffiliated Delaware insurance company, headquartered at 485 Madison Avenue, NY, NY 10022, and Metropolitan General Insurance Company ("MetGen"), an affiliated Rhode Island insurance company, headquartered at 700 Quaker Lane, Warwick, RI 02886, in those states where MetGen's policies are available. Application is subject to underwriting review and approval. Like most insurance policies, insurance policies issued by IAIC and MetGen contain certain deductibles, co-insurance, exclusions, exceptions, reductions, limitations, and terms for keeping them in force. For costs, complete details of coverage and exclusions, and a listing of approved states, please contact MetLife Pet Insurance Solutions LLC. MetLife Pet Insurance Solutions LLC is the policy administrator authorized by IAIC and MetGen to offer and administer pet insurance policies. MetLife Pet Insurance Solutions LLC was previously known as PetFirst Healthcare, LLC and in some states continues to operate under that name pending approval of its application for a name change. The entity may operate under an alternate, assumed, and/or fictitious name in certain jurisdictions as approved, including MetLife Pet Insurance Services LLC (*New York and Minnesota*), MetLife Pet Insurance Solutions Agency LLC (*Illinois*), and such other alternate, assumed, or fictitious names approved by certain jurisdictions.