

## Confirmation and agreement

### SECTION 1: Information

This confirms that the Customer has entered into an agreement with the Facilitator, whereby the Facilitator has agreed to collect and remit on behalf of the Customer premiums, as billed by Metropolitan Life Insurance Company ("MetLife"), on one or more group insurance plans issued by MetLife to the Customer (each a "Plan").

In consideration of MetLife sending bills for each Plan's premiums to the Facilitator, the Customer acknowledges and agrees that the Facilitator is acting on the Customer's behalf and not on behalf of MetLife in collecting and remitting such premiums and in otherwise performing under the agreement between the Customer and the Facilitator.

The Customer acknowledges and agrees that receipt of premium by the Facilitator shall not constitute payment to MetLife and that premiums due for each Plan shall not be considered to be paid until received by MetLife. Each of the Customer and Facilitator further acknowledges and agrees for the express benefit of MetLife that it shall indemnify and hold harmless MetLife and its affiliates and subsidiaries from any and all losses, costs, claims, demands, damages, and attorneys' fees caused by or arising from Facilitator's failure to remit to MetLife any premium with respect to any Plan. MetLife is not affiliated with the Facilitator and this Confirmation and Agreement does not constitute approval or endorsement of the Facilitator by MetLife.

For purposes of administering the Plans, Customer wishes that MetLife release to Facilitator certain information as mutually agreed upon by MetLife and Customer related to the Plan ("Customer Information"). Customer hereby directs and authorizes MetLife to release the Customer Information to Facilitator. MetLife hereby agrees to such release pursuant to such direction and authorization and in reliance on Customer's and Facilitator's representations and warranties herein. Customer represents and warrants that such release of the Customer Information is for purposes permitted under applicable law, including the Health Insurance Portability and Accountability Act of 1996 and the privacy regulations relating thereto ("HIPAA"), that it does not violate any applicable law, including HIPAA, by directing and authorizing such release, and agrees that MetLife is in no way responsible for the use or disclosure of the Customer Information by Facilitator. Facilitator acknowledges and agrees that the unauthorized disclosure or use of Customer Information will cause irreparable harm and significant injury to MetLife which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Facilitator agrees that MetLife may seek injunctive or other equitable relief in the event of any breach by Facilitator in addition to such other remedies as may be available to MetLife at law. If MetLife has a reasonable belief that Customer Information is being disclosed in violation of this section, upon Facilitator's receipt of written notice of such belief, MetLife shall cease disclosing Customer Information until Facilitator performs an investigation of the matter and it is resolved to MetLife's satisfaction.

In the conduct of its business and in the performance of its obligations under this Agreement, Customer and Facilitator agree that Facilitator shall comply with all applicable statutes, ordinances, rules and regulations of any and all federal, state and municipal regulatory authorities, and any state agent, broker, producer or third-party administrator licensing laws.

Customer and Facilitator agree that if Facilitator receives notice of the commencement of legal, regulatory or administrative proceedings involving MetLife, either directly or indirectly, or receives any communication from an Insurance Department, other administrative agency or any other person involving MetLife, Facilitator shall promptly notify MetLife of the proceeding in writing. Subject to applicable law, Customer and Facilitator agree that Facilitator shall promptly forward such notice, any correspondence or necessary files to MetLife by overnight delivery service.

Such notices and other communications under this Agreement shall be in writing, and shall be delivered to MetLife at: 18210 Crane Nest Drive, Tampa, FL 33647

Attention: Assistant Vice President-Service  
with a copy to: MetLife Law Department, 200 Park Avenue, New York, NY 10166  
Attention: Distribution Unit

Nothing contained in this Agreement shall be construed as conferring any right to use or refer to in advertising, publicity, promotion, marketing or any other activity, any name, trade name, trade or service mark, logo, or any other designation of MetLife or any of its affiliated entities without prior written consent.

This Agreement shall terminate upon the earlier of the termination of the Plan(s), or the termination of the agreement between the Facilitator and the Customer.

## SECTION 2: Customer information

Customer name

### Customer representative

First name	Middle name	Last name
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Title of customer representative

Address -Street	City	State	ZIP
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Phone number	Fax number	Email address
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**Sign  
Here**

Signature of Customer representative

Date (mm/dd/yyyy)

## SECTION 3: Facilitator information

Facilitator name

### Facilitator representative

First name	Middle name	Last name
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Title of facilitator representative

Address -Street	City	State	ZIP
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Phone number	Fax number	Email address
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**Sign  
Here**

Signature of Facilitator representative

Date (mm/dd/yyyy)