# HYATT LEGAL PLANS AGREEMENT METLAW® TEXAS

THIS AGREEMENT ("Agreement") by and between Hyatt Legal Plans, Inc. ("HLP"), a Delaware Corporation engaged in the legal plans business, and Williamson County ("The County"), a political subdivision of the State of Texas, is entered into as of the 27 day of 2018 and shall be executed prior to the effective date set forth below.

WHEREAS, The County intends to offer to certain of its employees and their dependents a group legal plan ("Plan"); and

WHEREAS, The County has determined that HLP is able to provide for Plan and professional plan administration at a reasonable cost;

NOW, THEREFORE, the parties agree as follows:

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- 1. "Employee" means those employees of The County who have elected to participate in the Plan under rules established by The County.
- 2. "Participant" means those Employees, their lawful spouses and dependents, who are eligible to receive legal services under rules established by The County.
- 3. "Covered Services" means those personal legal services that HLP provides for Participants as set forth in Appendix A to this Agreement. Participants can obtain the covered services by contacting HLP at 800-821-6400 or www.legalplans.com.
- 4. Excluded Services are those legal services that are not provided under the Plan. They include the following: (1) employment-related matters, including Company or statutory benefits; (2) matters involving The County, MetLife® and affiliates, or Plan Attorneys; (3) matters in which there is a conflict of interest between the Employee and spouse or dependents in which case services are excluded for the spouse and dependents, (4) appeals and class actions; (5) farm, business or investment matters, and matters involving property held for investment or rental or issues when the Participant is the landlord; (6) patent, trademark and copyright matters; (7) costs or fines; (8) frivolous or unethical matters and (9) matters for which an attorney-client relationship exists prior to the Participant becoming eligible for Plan benefits.
- 5. "Plan Attorneys" means attorneys designated by HLP to provide Covered Services.
- 6. Covered Services shall be provided by Plan Attorneys unless a Plan Attorney who is willing and able to perform the services is not available, or the Participant chooses to use a non-Plan Attorney. In those circumstances, or where there is no Plan Attorney, HLP shall reimburse the Participant for the cost of the non-Plan Attorney selected by the Participant, in accordance with a fee schedule established by HLP. HLP has no obligation to ensure the credentials or performance of non-Plan Attorneys.

- 7. The County shall report to HLP, using mutually agreed upon procedures, on at least a monthly basis, those Employees who have enrolled in the Plan and for whom The County is taking a payroll deduction. The County shall not include terminated employees or employees for whom there will be no payroll deduction. HLP shall have no obligation to provide for legal services to an Employee for whom HLP is not receiving payments from The County.
- 8. The County shall compensate HLP for the Plan by remitting to HLP, at least monthly, an amount equal to the number reported as enrolled times the monthly rate of **\$21.00** per Employee. The pay period being paid shall be reported with each payment.
- 9. The County shall remit its payments to HLP monthly, payments being received by HLP no later than the tenth day of the period for which services are to be provided. HLP shall have no obligation to provide services under this Agreement if payment is not received on time. The County will have a grace period of 31 days to make the payments.
- 10. Plan Attorneys shall neither request nor accept additional compensation of any nature from Participants for the provision of Covered Services, except that court costs, filing fees, fines, judgments and any payments disbursed to third parties shall be paid by the Participant. A Participant shall have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Plan. Participants have the right to retain, at their own expense, any attorney authorized to practice law in their state. HLP and the sales representatives are regulated by the Texas Department of Licensing and Regulation. Telephone 800-803-9202, Email customer.service@license.state.tx.us.
- 11. HLP shall indemnify and hold harmless The County against any claim, judgment or liability resulting from any alleged professional negligence on the part of Plan Attorneys in delivering legal services under the Plan or from any alleged negligence or misconduct on the part of HLP in the performance or omission of any responsibility assumed under this Agreement.
- 12. It is understood and agreed that HLP shall not in any sense be considered a partner or joint venturer with The County, nor shall HLP hold itself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. HLP shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by HLP or failure to act relating to the services being provided.
- 13. The County shall offer the Plan to its employees once each year as part of its benefits program and payroll deduction system. Employees must enroll for a period of one year. New employees may enroll at the time of hire for the remainder of a plan year.
- 14. The County shall make all determinations whether a person is an eligible Employee and HLP shall accept and rely on such determinations.
- 15. The County shall be responsible for printing and distributing a plan description to Employees. HLP shall provide the plan description text.

- 16. The County shall distribute enrollment materials to benefit eligible employees and HLP will be the only legal plan offered.
- 17. The County shall be responsible for any filings required by Department of Labor or other agencies of the federal government. Upon request, HLP shall provide The County with information necessary to make such filings.
- 18. HLP shall make all determinations whether a Participant's matter is a Covered Service or Excluded Service. HLP shall provide an impartial review and a letter explaining the reason for its determination to any Participant requesting such an explanation.
- 19. The County and HLP will handle complaints and grievances in good faith. Attempts will be made to resolve any issues within 30 days of a written request. If the issue cannot be resolved within the 30 days the parties will agree on a method to resolve it.
- 20. The effective date of the legal plan is **January 1**<sup>st</sup>, **2019**.
- 21. This Agreement shall remain in full force and effect through **December 31**<sup>st</sup>, **2021**. This Agreement shall automatically be renewed after **December 31**<sup>st</sup>, **2021**, for one-year terms until either party shall give notice of no less than three calendar months prior to the end of the term that it intends to terminate the Agreement, seek amendment of the Agreement or extend the term for more than one year. After December 31<sup>st</sup>, 2019, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Williamson County will not be liable for any costs.
- 22. This Agreement is not assignable. The sales representative was Dave Seed.
- 23. No change in the Agreement is valid until the change has been approved by an executive officer of The County and HLP and change has been attached to this Agreement.
- 24. Venue of this Agreement shall be Williamson County, Texas, and shall be governed by the laws of the state of **Texas**.
- 25. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- 26. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- 27. HLP agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of HLP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. HLP agrees that licensee shall have access during normal working hours to all necessary HLP facilities and shall be provided adequate and appropriate work space in order to conduct audits in

compliance with the provisions of this section. licensee shall give HLP reasonable advance notice of intended audits.

- 28. HLP agrees and will comply with any and all local, state or federal requirements with respect to the services rendered or goods/services provided to The County or the County's employees.
- 29. HLP expressly agrees that he or she will not use any incidental confidential information that may be obtained while working or providing services or products in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.
- 30. HLP agrees to act in good faith in the performance of this Agreement.
- 31. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the undersigned do hereby execute this instrument, setting forth their signatures and intending to be bound on the date first set forth above.

Executed this 19 day of 51/14, 2016 to be effective as of the date of the last party's execution below.

County:	Hyatt Legal Plans, Inc.:
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Date: 09-18, 2018	Date:, 20

compliance with the provisions of this section. licensee shall give HLP reasonable advance notice of intended audits.

- 28. HLP agrees and will comply with any and all local, state or federal requirements with respect to the services rendered or goods/services provided to The County or the County's employees.
- 29. HLP expressly agrees that he or she will not use any incidental confidential information that may be obtained while working or providing services or products in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.
- 30. HLP agrees to act in good faith in the performance of this Agreement.
- 31. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the undersigned do hereby execute this instrument, setting forth their signatures and intending to be bound on the date first set forth above.

Executed this 14 day of 500th, 2016 to be effective as of the date of the last party's execution below.

County:

Date: 09-17,20/8

Hyatt Legal Plans, Inc.:

Date: September 27, 2018

# Appendix A Definition of Covered Services

#### MetLaw

#### ADVICE AND CONSULTATION

#### Office Consultation

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

## **Telephone Advice**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation

#### CONSUMER PROTECTION

#### **Consumer Protection Matters**

This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

#### **Small Claims Assistance**

This service covers counseling the Participant on prosecuting a small claims action; helping the Participant prepare documents; advising the Participant on evidence, documentation and witnesses; and preparing the Participant for trial. The service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

## **Personal Property Protection**

This service covers counseling the Participant over the phone or in the office on any personal property issue such as consumer credit reports, contracts for the purchase of personal property, consumer credit

agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is also included. The service also includes reviewing any personal legal documents and preparing promissory notes, affidavits and demand letters.

#### **DEBT MATTERS**

#### **Debt Collection Defense**

This benefit provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It includes a motion to vacate a default judgment. It does not include counter, cross or third-party claims; bankruptcy, any action arising out of family law matters including support and post decree issues; or any matter where the creditor is affiliated with the sponsor or employer.

## **Identity Management Services**

This service provides the Participant with access to LifeStages Identity Management Services provided by CyberScout, LLC. These services include both Proactive Services when the Participant believes their personal data has been compromised as well as Resolution Services to assist the Participant in recovering from account takeover or identity theft with unlimited assistance to fix issues, handle notifications, and provide victims with credit and fraud monitoring. Theft Support, Fraud Support, Recovery and Replacement services are covered by this service.

## **Identity Theft Defense**

This service provides the Participant with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides the Participant with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any action arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor or employer.

## Personal Bankruptcy or Wage Earner Plan

This service covers the Employee and spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the Employer, even if the Employee or spouse chooses to reaffirm that specific debt.

## **Tax Audits**

This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; advising the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.

## **DEFENSE OF CIVIL LAWSUITS**

## **Administrative Hearing Representation**

This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or

agency over an adverse governmental action. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters; post judgment matters or litigation of a job-related incident.

#### **Civil Litigation Defense**

This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters, matters with criminal penalties or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

## **Incompetency Defense**

This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

#### DOCUMENT PREPARATION

#### **Affidavits**

This service covers preparation of any affidavit in which the Participant is the person making the statement

#### **Deeds**

This service covers the preparation of any deed for which the Participant is either the grantor or grantee.

#### **Demand Letters**

This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

#### **Mortgages**

This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

#### **Promissory Notes**

This service covers the preparation of any promissory note for which the Participant is the payor or payee.

#### **Document Review**

This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

## **Elder Law Matters**

This service covers counseling the Participant over the phone or in the office on any personal issues relating to the Participant's parents as they affect the Participant. The service includes reviewing documents of the parents to advise the Participant on the effect on the Participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The service also includes preparing deeds involving the parents when the Participant is either the grantor or grantee; and preparing promissory notes involving the parents when the Participant is the payor or payee.

#### **FAMILY LAW**

#### Divorce, Dissolution and Annulment (Contested and Uncontested) - Twenty Hour Maximum

This service is available to the Plan Member only, not to a spouse or dependents, for the first twenty hours of service. This service includes preparing and filing all necessary pleadings, motions and affidavits, drafting settlement agreements, and representation at the hearing or trial, whether the Plan Member is a plaintiff or a defendant. This service does not include disputes that arise after a decree is issued. It is the Plan Member's responsibility to pay fees beyond the first twenty hours.

## **Name Change**

This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

## **Prenuptial Agreement**

This service covers representation of the Employee and includes the negotiation, preparation, review and execution of a Prenuptial Agreement between the Employee and his or her fiancé/partner prior to their marriage or legal union (where allowed by law), outlining how property is to be divided in the event of separation, divorce or death of a spouse. Representation is provided only to the Employee. The fiancé/partner must have separate counsel or must waive his or her right to representation. It does not include subsequent litigation arising out of a Prenuptial Agreement.

#### **Protection from Domestic Violence**

This service covers the Employee only, not the spouse or dependents, as the victim of domestic violence. It provides the Employee with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, or representation for the offender.

#### **Adoption and Legitimization (Contested and Uncontested)**

This service covers all legal services and court work in a state or federal court for an adoption for the Employee and spouse. Legitimization of a child for the Employee and spouse, including reformation of a birth certificate, is also covered.

## **Guardianship or Conservatorship (Contested or Uncontested)**

This service covers establishing a guardianship or conservatorship over a person and his or her estate when the Employee or spouse is appointed as guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting or terminating the guardianship or conservatorship once it has been established.

## **IMMIGRATION**

## **Immigration Assistance**

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Participant prepare for hearings.

## PERSONAL INJURY

## Personal Injury (25% Network Maximum)

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters (where the Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

#### REAL ESTATE MATTERS

## **Boundary or Title Disputes (Primary Residence)**

This service covers negotiations and litigation arising from boundary or real property title disputes involving a Participant's primary residence, where coverage is not available under the Participant's homeowner or title insurance policies. The service includes filing to remove a mechanic's lien.

## **Eviction and Tenant Problems (Primary Residence – Tenant Only)**

This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

## **Security Deposit Assistance (Primary Residence – Tenant Only)**

This service covers counseling the Participant as a tenant in recovering a security deposit from the Participant's residential landlord for the Participant's primary residence; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. It also covers assisting the Participant in prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Participant for the small claims trial. The service does not include the Plan Attorney's attendance or representation at small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

#### **Home Equity Loans (Primary Residence)**

This service covers the review or preparation of a home equity loan on the Participant's primary residence.

## **Home Equity Loans (Second or Vacation Home)**

This service covers the review or preparation of a home equity loan on the Participant's second or vacation home.

## **Property Tax Assessment (Primary Residence)**

This service covers the Participant for review and advice on a property tax assessment on the Participant's primary residence. It also includes filing the paperwork; gathering the evidence; negotiating a settlement; and attending the hearing necessary to seek a reduction of the assessment.

## **Refinancing of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's primary residence. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

## **Refinancing of Home (Second or Vacation Home)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's second home or vacation home. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

## **Sale or Purchase of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

## Sale or Purchase of Home (Second or Vacation Home)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new second home or vacation home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's second home or vacation home or of a vacant property to be used for building a second home or vacation home. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home or vacation home held for rental purpose, business, investment or income or leases with an option to buy.

#### **Zoning Applications**

This service provides the Participant with the services of a lawyer to help get a zoning change or variance for the Participant's primary residence. Services include reviewing the law, reviewing the surveys, advising the Participant, preparing applications, and preparing for and attending the hearing to change zoning.

## TRAFFIC AND CRIMINAL MATTERS

#### **Juvenile Court Defense**

This service covers the defense of a Participant and a Participant's dependent child in any juvenile court matter, provided there is no conflict of interest between the Participant and the dependent child. When a conflict exists, or where court requires separate counsel for the child, this service provides an attorney for the Employee only, including services for Parental Responsibility.

## Traffic Ticket Defense (No DUI)

This service covers representation of the Participant in defense of any traffic ticket including traffic misdemeanor offenses, except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

## **Restoration of Driving Privileges**

This service covers the Participant with representation in proceedings to restore the Participant's driving license.

## WILLS AND ESTATE PLANNING

#### **Trusts**

This service covers the preparation of revocable and irrevocable living trusts for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

## **Living Wills**

This service covers the preparation of a living will for the Participant.

## **Powers of Attorney**

This service covers the preparation of any power of attorney when the Participant is granting the power.

## **Probate (10% Network Discount)**

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the Plan Attorney's normal fee. It is the Participant's responsibility to pay this reduced fee and all costs.

## Wills and Codicils

This service covers the preparation of a simple or complex will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.



# **Intermediary and Producer Compensation Notice**

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on: (1) the number of products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of products inforce through your Intermediary during a prior one-year period; (4) premium growth during a prior one-year period; (5) a fixed percentage of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

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