



# Health Savings Accounts Compensation Agreement

MetLife Consumer Services, Inc.

## SECTION 1: Customer and Compensation Information

This agreement between MetLife Consumer Services, Inc. and the undersigned salesperson (“*Producer*”) is effective for first and subsequent year compensation payments, if applicable, for the customer indicated below:

Customer Name	Customer Number	Customer's State
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### SELECT ONLY ONE MARKET SEGMENT OR TYPES:

- Market Segment     < 100 Lives Market     > 100 Lives Market
- Payment Type     New Business with Transfers\*     New Business No Transfers     Broker Change
- Payee Type     Broker/Brokerage Firm     General Agency (GA)     Third Party Administrator

Experience Number	Product Listing	Effective Date (mm/dd/yyyy) (Typically 1st of month)	Split % Commission (Required Field)
			%
			%
			%
			%
			%
			%
			%

\*If Applicable. The One-Time Transfer Payment is based on the initial total cash asset transfer received from the prior HSA custodian only. The total cash asset transfer must be received and recorded by MetLife within 120 days of the plan effective date for the One-Time Transfer Payment to be paid. The One-Time Transfer Payment shall be issued during the next monthly payment compensation cycle.

Type	Market	Health Savings Account (HSA)	-Flexible Spending Account (CDBFSA), -Limited Purpose Flexible Spending Account (LPFSA) -Dependent Care Flexible Spending Account (DCFSA) -Commuter Benefits (COMBEN) -Health Reimbursement Account (HLTREACT)
Broker	<100 Lives	1) One-time flat fee payment <b>\$150</b> 2) Annual Payment month after anniversary <b>\$50</b>	1) One-time flat fee payment <b>\$75</b> 2) Annual Payment month after anniversary <b>\$25</b>
Broker	>100 Lives	1) One-time cash transfer payment* <b>.50%</b> 2) One-time account incentive* <b>\$5.00</b> per acct 3) Ongoing PPPM <b>\$.50</b> per acct	1) One-time account incentive* <b>\$2.50</b> per acct 2) Ongoing PPPM <b>\$.25</b> per acct
GA	<100 Lives	1) One-time flat fee payment <b>\$75</b> 2) Annual Payment month after anniversary <b>\$25</b>	1) One-time flat fee payment <b>\$37.50</b> 2) Annual Payment month after anniversary <b>\$12.50</b>
GA	>100 Lives	1) One-time cash transfer payment* <b>.25%</b> 2) One-time account incentive* <b>\$2.50</b> per acct 3) Ongoing PPPM <b>\$.25</b> per acct	1) One-time account incentive* <b>\$1.25</b> per acct 2) Ongoing PPPM <b>\$.125</b> per acct
TPA	<100 Lives	Net of Compensation NO PAYMENTS ISSUED BY METLIFE	Net of Compensation NO PAYMENTS ISSUED BY METLIFE
TPA	>100 Lives	If Metlife Paying, then <b>5%</b> of Service Fees charged for HS&SA Products	If Metlife Paying, then <b>3%</b> of Service Fees charged for HS&SA Products

## SECTION 2: Disclosure

1. Producer will receive compensation from MetLife for each HS&SA sold in the month after payments from the customer is received by MetLife. Monthly payments will be determined by applying the attached schedule to the actual payments received per HS&SA Product within the calendar year, and subtracting compensation already paid during the calendar year. HS&SA products will be paid so long as: (a) Producer is licensed by the applicable State Insurance Department and appointed by MetLife to sell the HS&SA Products 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 customer agreement for such HS&SA Products remains in effect; 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 HS&SA business submitted by the Producer; (c) discontinue any type of HS&SA Product in any or all jurisdictions in which MetLife does business; and (d) resume the selling and/or administration of any HS&SA Product.
3. **Overpayments.** It is agreed that any overpayment of compensation which may occur due to clerical error; cancellation of HS&SA Product administration; refund of customer payments; refund of premium; payment of any advance if applicable; change of agent/broker of record by the customer 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 compensation 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 compensation, 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 compensation. 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 compensation, 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.

4. 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. Producer is responsible for creating and providing, and shall create and provide, to a client any Schedule C or other legally required disclosures applicable to or required of the Producer.
5. 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.

6. 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 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](mailto: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 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.

7. Amendments. MetLife 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 products, Producer shall use only sales material approved in writing by MetLife.
9. 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 breaches any provision of this Agreement; (c) 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

<b>Sign Here</b>	Signature of Producer	Date <i>(mm/dd/yyyy)</i>
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#### Payee

- DIRECT DEPOSIT Preferred Payment Method – for a form go to <https://eforms.metlife.com/wcm8/OIDAction.do?OID=14772>

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

<b>Vice President</b>		
<b>Sign Here</b>	Signature 	Name <b>Jamie Madden</b>

#### Metlife Use Only

Sales Rep. First Name <i>(Please print)</i>	Middle Name	Last Name
Email Address		