BRIGHTHOUSE SECURITIES, LLC  
  
 SALES AGREEMENT  
  
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 BRIGHTHOUSE SECURITIES, LLC  
  
 SALES AGREEMENT  
  
This agreement, including the exhibits attached hereto (collectively the  
"Agreement") is made, entered into and effective as of \_\_\_\_\_\_\_\_, ("Effective  
Date") by and among Brighthouse Securities, LLC, a Delaware corporation (the  
"Principal Underwriter"), and \_\_\_\_\_\_\_\_\_\_ (the "Broker") that is registered as a  
broker dealer with the Securities and Exchange Commission ("SEC") under the  
Securities Exchange Act of 1934, as amended, (the "1934 Act") and a member of  
the Financial Industry Regulatory Authority ("FINRA") and is also either  
licensed as an insurance agency or is affiliated with one or more validly  
licensed insurance agencies.  
  
 WITNESSETH:  
  
WHEREAS, Principal Underwriter and its Affiliates (as hereafter defined) issue  
or provide access to certain insurance and financial products;  
  
WHEREAS, Broker sells and services insurance and financial products and wishes  
to sell and service certain of Principal Underwriter's and its Affiliates  
insurance and financial products;  
  
WHEREAS, Principal Underwriter proposes to compensate Broker for such sales and  
servicing;  
  
NOW, THEREFORE, in consideration of the mutual covenants and agreements set  
forth herein, the parties hereto agree as follows:  
  
 ARTICLE I.  
 DEFINITIONS  
 -----------  
  
Section 1.1. The following terms, when used in this Agreement, shall have the  
meanings set forth in this Article I. Other terms may be defined throughout  
this Agreement. Definitions shall be deemed to refer to the singular or plural  
as the context requires:  
  
 (a) Affiliate - Any entity that directly or indirectly controls, is  
 controlled by or is under common control with Principal  
 Underwriter or Broker, as applicable, including, without  
 limitation, any entity that owns 25% or more of the voting  
 securities of any of the foregoing and any entity that is a  
 subsidiary of any of the foregoing.  
  
 (b) Agency - Those agencies identified in Exhibit C hereto, which are  
 properly licensed to participate in the business of insurance.  
  
 (c) Applicable Law - Shall have the meaning given to such term in  
 Article IV of this Agreement.  
  
 (d) Business Day - Any day other than a Saturday, Sunday or a federal  
 legal holiday.  
  
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 (e) Confidential Information - Includes without limitation,  
 (i) statistical, premium rate and other information that is  
 identified by Principal Underwriter as commercially valuable,  
 confidential, proprietary or a trade secret, including but not  
 limited to information regarding Principal Underwriter's systems  
 and rating methodology; and (ii) any information identified in  
 writing by a party as confidential at the time the information is  
 divulged to the other party.  
  
 Confidential Information does not include any information,  
 written or oral, which (i) at the time of disclosure or  
 thereafter is generally available in the public domain (other  
 than as a result of a disclosure in violation of this Agreement),  
 (ii) has been received, obtained, developed or created by the  
 receiving party independently from the performance of its  
 obligations under this Agreement, or (iii) was made available to  
 the receiving party on a non-confidential basis from a source  
 other than the disclosing party, provided that such source is not  
 and was not bound by an independent obligation of confidentiality.  
  
 (f) Contracts - Those contracts and policies that are identified on  
 Exhibits A and B attached hereto, which Exhibits may be amended  
 at any time by Principal Underwriter in its sole discretion.  
  
 (g) Customer Complaint - Shall have the meaning given to such term in  
 Section 6.2 of this Agreement.  
  
 (h) Customer Information - Information in electronic, paper or any  
 other form that Broker or its representatives obtained, had  
 access to or created in connection with its obligations under  
 this Agreement regarding individuals who applied for or purchased  
 Principal Underwriter's products. Customer Information includes  
 Nonpublic Personal Information, as defined below in paragraph  
 (j), and Protected Health Information, as defined in paragraph  
 (m). Customer Information may also include, but is not limited  
 to, information such as the individual's name, address, telephone  
 number, social security number, as well as the fact that the  
 individual has applied for, is insured under, or has purchased a  
 Principal Underwriter product. Customer Information does not,  
 however, include information that is (i) generally available in  
 the public domain (other than as a result of a disclosure in  
 violation of this Agreement) and is derived or received from such  
 public sources by Broker; (ii) received, obtained, developed or  
 created by the Broker independently from the performance of its  
 obligations under this Agreement; (iii) disclosed to the Broker  
 by a Third Party, provided such disclosure was made to Broker  
 without any violation of an independent obligation of  
 confidentiality or Applicable Law.  
  
 (i) HIPAA - The Health Insurance Portability and Accountability Act  
 of 1996, as now in force or hereafter amended, and all related  
 regulations.  
  
 (j) Nonpublic Personal Information - Nonpublic personal information  
 means financial or health related information by which a  
 financial institution's consumers and customers are individually  
 identifiable, including but not limited to nonpublic personal  
 information as defined by Title V of the Xxxxx-Xxxxx-Xxxxxx Act  
 and regulations adopted pursuant to the Act.  
  
 (k) Non-variable Contracts - Those Contracts that include, without  
 limitation, non-variable rate annuity contracts, non-variable  
 life insurance policies, long term care insurance and other fixed  
 insurance contracts, issued by Principal Underwriter or its  
 Affiliates, as identified in Exhibit B, which Exhibit may be  
 amended at any time by Principal Underwriter in its sole  
 discretion.  
  
 (l) Prospectus - The prospectuses and statements of additional  
 information included within the Registration Statements referred  
 to herein or filed pursuant to the Securities Act of 1933 and the  
 Investment Company Act of 1940, as amended.  
  
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 (m) Protected Health Information ("PHI") - Information related to  
 individuals who have applied for, have purchased or are insured  
 under Principal Underwriter products that are considered to be  
 health plans subject to HIPAA, such as Principal Underwriter's  
 long-term care insurance policies and riders, for the purposes of  
 this Agreement and, consistent with regulations issued pursuant  
 to HIPAA. 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 future payment for the provision of health care to  
 the individual. This definition of PHI includes demographic  
 information about the individual, including, but not limited to,  
 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; Internet Protocol 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.  
  
 (n) Registration Statements - Registration statements and amendments  
 thereto filed with the SEC relating to the Variable Contracts,  
 including those for any underlying investment vehicle or variable  
 insurance rider.  
  
 (o) Representatives - Those individuals, accepted by Principal  
 Underwriter or its Affiliates to solicit and sell Contracts under  
 the terms of this Agreement, who are licensed and appointed as a  
 life insurance agent of Principal Underwriter or its Affiliates,  
 and with respect to registered products, are also registered with  
 Broker in compliance with the 1934 Act.  
  
 (p) Third Party - A party that is not a signatory to this Agreement.  
  
 (q) Variable Contracts - Those Contracts that include variable life  
 insurance policies, variable annuity contracts, variable  
 insurance riders and other variable insurance contracts, issued  
 by Principal Underwriter or its Affiliates, as identified in  
 Exhibit A, which Exhibit may be amended at any time by Principal  
 Underwriter in its sole discretion.  
  
 (r) 1933 Act - The Securities Act of 1933, as amended.  
  
 (s) 1934 Act - The Securities Exchange Act of 1934, as amended.  
  
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 ARTICLE II  
 AUTHORIZATIONS, REPRESENTATIONS, AND COVENANTS OF PRINCIPAL UNDERWRITER  
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Section 2.1. Authorization. Principal Underwriter represents that it is duly  
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authorized, on behalf of itself and each Affiliate that issues or provides  
access to the Contracts, to enter into this Agreement with Broker to distribute  
such Contracts.  
  
Section 2.2. Solicitation of Applications.  
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 (a) Solicit Non-variable Contract Applications. Principal Underwriter  
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 authorizes Broker through its Representatives to solicit  
 applications for the Non-variable Contracts, provided that  
 (i) Broker shall not solicit applications for Non-variable  
 Contracts except in those states where it and its Representatives  
 are appropriately licensed; (ii) in which the Non-variable  
 Contracts are qualified for sale under Applicable Law; and  
 (iii) Broker complies in all other respects with the published  
 policies and procedures of Principal Underwriter or its  
 Affiliates, as applicable, and with the terms of this Agreement.  
  
 (b) Solicit Variable Contract Applications. Principal Underwriter  
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 authorizes Broker through its Representatives to offer and sell  
 the Variable Contracts, provided that (i) Broker shall not  
 solicit applications for Variable Contracts except in those  
 states where it is and its Representatives are appropriately  
 licensed; (ii) there is an effective Registration Statement  
 relating to such Variable Contracts; (iii) such Variable  
 Contracts are qualified for sale under Applicable Law in such  
 state in which the sale or solicitation is to take place; and  
 (iv) Broker complies in all other respects with the published  
 policies and procedures of Principal Underwriter and its  
 Affiliates, and with the terms of the Agreement.  
  
Section 2.3. Required Notices to Broker. Principal Underwriter shall notify  
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Broker or its designee of the issuance by the SEC of any stop order with  
respect to a Registration Statement or the initiation of any proceeding by the  
SEC relating to the registration and/or offering of Variable Contracts and of  
any other action or circumstances that makes it no longer lawful for Principal  
Underwriter or its Affiliates to offer or issue one or more of Variable  
Contracts. Principal Underwriter shall advise Broker of any revision of or  
supplement to any Prospectus related to the Variable Contracts or underlying  
investments of such Variable Contracts.  
  
Section 2.4. Rights of Principal Underwriter. Without limiting Principal  
 --------------------------------  
Underwriter and its Affiliates absolute control of their business and  
operations or other rights under this Agreement, Principal Underwriter and its  
Affiliates shall specifically retain authority to:  
  
 a) refuse for any reason to appoint a Representative and cancel any  
 existing appointment at any time;  
  
 b) direct the marketing of its financial and insurance products and  
 services;  
  
 c) refuse to issue any Product;  
  
 d) underwrite all insurance policies issued by it;  
  
 e) cancel risks;  
  
 f) handle all matters involving claims adjusting and payment;  
  
 g) prepare all policy forms and amendments;  
  
 h) maintain custody of, responsibility for and control of all  
 investments; and  
  
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 i) withdraw a Contract from sale or change or amend a Contract at  
 Principal Underwriter's discretion.  
  
Section 2.5. Broker's Access to Copies of Documents. During the term of this  
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Agreement, Principal Underwriter shall provide Broker, without charge and when  
applicable, with as many copies of the Contract prospectus(es), current  
underlying mutual fund prospectus(es), statements of additional information and  
applications for the Contracts, as Broker may reasonably request. Upon receipt  
from Principal Underwriter of updated copies of the Contract prospectus(es),  
current underlying mutual fund prospectus(es), statements of additional  
information and applications for the Contracts, Broker shall promptly discard  
or destroy all copies of such documents previously provided to them, except  
such copies as are needed for purposes of maintaining records as may be  
required in Article VII and by Applicable Law. Upon termination of this  
Agreement, Broker shall promptly return to Principal Underwriter all Contract  
prospectus(es), current underlying mutual fund prospectus(es), statements of  
additional information, Contract applications and other materials and supplies  
furnished by Principal Underwriter to Broker or to its Representatives, except  
for copies required for maintaining records as may be required in Article VII  
and by Applicable Law.  
  
Section 2.6. Advertising Material. During the term of this Agreement, Principal  
 ---------------------  
Underwriter or its Affiliates shall be responsible for providing and approving  
all promotional, sales and advertising material to be used by Broker. Principal  
Underwriter shall file such materials or shall cause such materials to be filed  
with the SEC, FINRA, and any state securities or insurance regulatory  
authorities, as required by Applicable Law.  
  
Section 2.7. Marketing Reports. Principal Underwriter or its Affiliate shall  
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compile periodic marketing reports summarizing sales results to the extent  
reasonably requested by Broker.  
  
 ARTICLE III  
 REPRESENTATIONS AND COVENANTS OF BROKER  
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Section 3.1. Appointment of Broker. Broker shall solicit, sell and service the  
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Contracts and shall use commercially reasonable efforts to find suitable  
purchasers for the Contracts. Broker represents and warrants that it shall only  
offer Contracts in those states where it or its Agency is appropriately  
licensed and has obtained any other appointments, approvals, licenses,  
authorizations, orders or consents which are necessary to enter into this  
Agreement and to perform its duties hereunder.  
  
Section 3.2. Licenses, Appointments and Approvals. Broker represents and  
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warrants that it is a registered broker-dealer under the 1934 Act, has all  
necessary broker-dealer licenses, is a member in good standing with the FINRA,  
and is licensed as an insurance broker and has obtained any other approvals,  
licenses, authorizations, orders or consents which are necessary to enter into  
this Agreement and to perform its duties hereunder. Broker further represents  
that its Representatives who shall be soliciting applications for the  
Contracts, whether alone or jointly with representatives of Principal  
Underwriter or its designee, shall at all times be appropriately registered  
and/or licensed as required by Applicable Law and shall comply with all  
requirements of Applicable Law. Broker further represents that neither it nor  
any of its Representatives are currently under investigation by any insurance  
regulator, FINRA, any other self-regulatory organization or other governmental  
authority, including but not limited to the SEC and Departments of Insurance  
(except for any investigations of which it has notified Principal Underwriter  
in writing). Broker further represents that it shall notify Principal  
Underwriter of the existence and subject matter of any formal or informal  
investigation of Broker or any of its agents that is commenced by any insurance  
regulator, FINRA or SEC, any other self regulatory organization or other  
governmental authority, in connection with the sale of the Contracts. Broker  
further represents that it shall immediately notify Principal Underwriter in  
writing if it or any of its Representatives have any of their respective  
licenses, which are required under this Agreement for the solicitation of, sale  
of or provision of services to the Contracts, surrendered, removed, revoked,  
cancelled or suspended, whether voluntarily or involuntarily.  
  
Section 3.3. Policies and Procedures. Broker shall comply with the policies and  
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procedures of Principal Underwriter and its Affiliates with respect to the  
solicitation, sales and administration of Contracts and services Broker and  
Representatives are authorized to sell and service under the Agreement,  
including, but not limited to,  
  
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privacy policies and procedures, as those policies and procedures may be  
provided to Broker by Principal Underwriter from time to time.  
  
Section 3.4. Disclosure of Relationship with Principal Underwriter and  
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Disclosure of Compensation. If and as required by Applicable Law, Broker shall  
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disclose in writing to each applicant for a Contract Broker's relationship with  
Principal Underwriter and the compensation, and anything of value, Broker  
receives from Principal Underwriter for the services performed under this or  
any other Agreement. Principal Underwriter reserves the right to disclose to  
its purchasers of Contracts, and potential purchasers of Contracts, details  
regarding compensation, and anything of value, it, and any Principal  
Underwriter affiliate, may pay to Broker, or any of its affiliates, under this  
Agreement and any other agreement.  
  
Section 3.5. Education, Training, Supervision and Control of Representatives.  
 ----------------------------------------------------------------  
Broker shall train, supervise and be solely responsible for the conduct of its  
Representatives in their solicitation and servicing activities in connection  
with the Contracts, and shall supervise Representatives' strict compliance with  
Applicable Law, as well as the rules and procedures of Principal Underwriter  
pertaining to the solicitation, sale and submission of applications for the  
Contracts and the provision of services relating to the Contracts. Broker shall  
conduct background investigations of its current and proposed new  
Representatives to determine their qualifications, good character and moral  
fitness to sell the Contracts and shall provide Principal Underwriter with  
copies of such investigations upon Principal Underwriter's written request.  
Likewise, Broker is solely liable for the acts and omissions of its  
Representatives in the course of conducting its business.  
  
Section 3.6. Broker/Representative Communications. Neither Broker nor any of  
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its Representatives, are authorized by Principal Underwriter or its Affiliates  
to give any information or make any representation in connection with this  
Agreement or the offering of the Contracts other than those contained in the  
Contract, Prospectus, or promotional material authorized for use in writing by  
Principal Underwriter or its Affiliates. Broker shall not make any  
representations or give information that is not contained in the Contract,  
Prospectus or promotional material of the Contracts.  
  
Section 3.7. Suitability Requirements. Broker shall establish and maintain a  
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system to supervise its Representatives reasonably designed to ensure that, in  
making a recommendation to purchase a Contract (including as a part of an  
exchange), the Representative has reasonable grounds to believe that, based on  
facts disclosed by the purchaser, the purchase of the Contract is suitable for  
the purchaser as and to the extent required by Applicable Law. As part of the  
supervisory system, Broker shall maintain written procedures and conduct  
periodic reviews of its records that are reasonably designed to achieve  
compliance with these requirements. Broker shall be solely responsible for  
determining the suitability of recommendations to purchase a Contract made by  
its Representatives in accordance with Applicable Law, and shall, upon a  
reasonable written request from Principal Underwriter, provide written  
documentation of such process, including without limitation the certifications  
required in Section 4.3. To the extent required by Applicable Law and upon  
written request from Principal Underwriter, Broker shall promptly provide  
documentation and other information reasonably necessary to allow Principal  
Underwriter or its Affiliates to determine that Broker is performing the  
required functions described above.  
  
Section 3.8. Application Review. Broker shall review diligently all Contract  
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applications for accuracy and completeness and for compliance with the  
conditions herein, including the suitability and prospectus delivery  
requirements, and shall take all reasonable and appropriate measures to ensure  
that applications submitted to Principal Underwriter are accurate, complete,  
compliant with the conditions herein, and approved by a qualified registered  
principal.  
  
Section 3.9. Replacement. Broker certifies on behalf of itself, its  
 ------------  
Representatives and its Agencies that it shall adhere to Applicable Law before  
it receives or solicits any applications for Contracts. In addition to the  
conditions and limitations elsewhere contained in this Agreement and the  
Compensation Schedules, no first year commission shall be payable on  
replacements or switches of any Contract with another Contract, which are  
undisclosed, and which require disclosure by Applicable Law or Principal  
Underwriter's or its Affiliates' rules on replacement transactions. Specific  
replacement or switching rules of each applicable Affiliate are described in  
Principal  
  
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Underwriter's Rewritten Business Rules, which shall be made available to Broker  
and which may be amended at any time by Principal Underwriter in its sole  
discretion.  
  
Principal Underwriter shall make available written guidelines of Principal  
Underwriter's position with respect to the acceptability of replacements (the  
"Replacement Guidelines"), which Replacement Guidelines may be amended at any  
time by Principal Underwriter in its sole discretion. Broker shall provide each  
of its Representatives with a copy of the Replacement Guidelines. Broker shall  
establish and maintain a system to supervise its Representatives reasonably  
designed to review the appropriateness of each replacement transaction and each  
transaction's conformity with the Replacements Guidelines. As part of its  
supervisory system, Broker shall implement procedures that are reasonably  
designed to detect transactions that are replacements of existing policies or  
contracts, but that have not been reported as such by the Representative making  
the sale. These procedures must include, but are not limited to, systematic  
customer surveys and interviews, confirmation letters and programs of internal  
monitoring. Broker shall be solely responsible for determining that a  
replacement transaction by any of its Representatives is in compliance with  
Principal Underwriter's Replacement Guidelines and with Applicable Law. To the  
extent required by Applicable Law and upon written request from Principal  
Underwriter, Broker shall promptly provide documentation and other information  
reasonably necessary to allow Principal Underwriter or its Affiliates to  
determine that Broker is performing the required functions described in this  
Section 3.9.  
  
Section 3.10. Audit of Representatives. Broker shall maintain reasonable  
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procedures for its periodic audit of its Representatives' sales practices and  
shall, upon a reasonable written request from Principal Underwriter, provide a  
written report to Principal Underwriter on the results of such audits;  
provided, however, that Broker shall retain sole responsibility for the  
supervision, inspection and control of its Representatives.  
  
Section 3.11. Collection of Payments. Only the initial purchase payments for the  
 -----------------------  
Contracts shall be collected by Representatives of Broker. All such purchase  
payments shall be remitted promptly in full (and in no event later than the  
time permitted under Applicable Law) together with any related application,  
forms and any other required documentation to Principal Underwriter or the  
appropriate Affiliate. The Broker shall make such remittances in accordance  
with any and all policies and procedures described in the Contract, prospectus,  
if appropriate, or as otherwise adopted by Principal Underwriter and its  
Affiliates.  
  
Section 3.12. Contract Delivery. Unless otherwise requested by Broker and  
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agreed to by Principal Underwriter, once a Contract has been issued, it shall  
be delivered to Broker and, after review by Broker, shall be timely delivered  
by Broker to the applicant, accompanied by any documents required to be  
delivered by Applicable Law and any additional appropriate documents. In the  
case of long-term care insurance, Broker shall ensure delivery of each new  
long-term care insurance contract within thirty (30) days of the contract's  
approval date. Principal Underwriter shall confirm or cause to be confirmed to  
customers all Contract transactions, to the extent required by Applicable Law,  
and shall administer the Contracts after they have been delivered, but may from  
time to time require assistance from Broker. If a purchaser exercises the free  
look rights under a Contract, Broker shall indemnify Principal Underwriter for  
any loss incurred by Principal Underwriter or its Affiliates that results from  
Broker's failure to promptly deliver such Contract to its purchaser.  
  
Section 3.13. Rejection of Applications and Return of Contracts. Broker  
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acknowledges that Principal Underwriter, on behalf of itself and its  
Affiliates, shall have the unconditional right to reject, in whole or in part,  
any application for a Contract. If Principal Underwriter rejects an  
application, Principal Underwriter or its Affiliate shall immediately return  
any purchase payments received directly to the Broker, and Broker shall be  
responsible for promptly returning such payments to the purchaser. If any  
purchaser of a Contract elects to return such Contract pursuant to any law or  
contractual provision, any purchase payment made or such other amount, as the  
Contract or Applicable Law shall specify, shall be returned by Principal  
Underwriter or its Affiliates to the Broker and the Broker shall be responsible  
for promptly returning such payments to the purchaser.  
  
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Section 3.14. Independent Contractor. Except as otherwise required by  
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Applicable Law, Broker is not a principal, underwriter or agent of Principal  
Underwriter or its Affiliates, or any separate account of Principal Underwriter  
or its Affiliates. It is understood and acknowledged that Broker, its agents,  
designees or Representatives are independent contractors and not employees of  
Principal Underwriter or any of its subsidiaries or affiliates. None of the  
terms of this Agreement shall be construed as creating an employer-employee  
relationship between Broker, its agents, designees or Representatives, on the  
one hand, and Principal Underwriter, on the other hand. Broker, its agents and  
its other representatives, shall not hold themselves out to be employees of  
Principal Underwriter or its Affiliates in this connection or in any dealings  
with the public. Neither Broker nor its agents, designees or other  
representatives shall have authority on behalf of Principal Underwriter or its  
Affiliates to alter or amend any Contract or any form related to a Contract to  
adjust or settle any claim or commit Principal Underwriter or its Affiliates  
with respect thereto, or bind Principal Underwriter or its Affiliates in any  
way; or enter into legal proceedings in connection with any matter pertaining  
to Principal Underwriter's business without its prior written consent. Broker  
shall not expend, nor contract for the expenditure of, funds of Principal  
Underwriter or its Affiliates nor shall Broker possess or exercise any  
authority on behalf of Principal Underwriter other than that expressly  
conferred on Broker by this Agreement.  
  
Section 3.15. Promotional Materials. To the extent that Broker uses brochures,  
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other promotional materials and literature, and training material in connection  
with marketing or servicing Contracts, or that mention Principal Underwriter,  
its products or services in any way (collectively referred to herein as  
"Principal Underwriter Materials"), such Principal Underwriter Materials shall  
only be used with the prior written approval of Principal Underwriter.  
Similarly, Broker shall not use any information related to Principal  
Underwriter or Contracts on any Web site without the prior written consent of  
Principal Underwriter. Any requests for written approval of materials for use  
by Broker shall be submitted in writing by Broker to the individual and offices  
as directed by Principal Underwriter.  
  
Section 3.16. Instructions by Representative. Broker and Agency shall be solely  
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responsible for the accuracy and propriety of any (i) instruction given to  
Principal Underwriter by a Representative on behalf of an owner or prospective  
owner of a Contract, or (ii) action taken by a Representative on behalf of an  
owner or prospective owner of a Contract. Principal Underwriter shall have no  
responsibility or liability for any action taken or omitted by it in reliance  
on or by acceptance of such an instruction or action.  
  
Section 3.17. Furnishing Information. Broker shall furnish Principal Underwriter  
 -----------------------  
and any regulatory authority with jurisdiction over the subject matter of this  
Agreement with any information, documentation, or reports prepared in  
connection with or related to this Agreement which may be requested by  
Principal Underwriter or such a regulatory authority in order to ascertain  
whether the operations of Principal Underwriter or Broker related to the  
Contracts are being conducted in a manner consistent with Applicable Law.  
  
Section 3.18. Authority. Broker represents that it has full authority to enter  
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into this Agreement and that by entering into this Agreement it shall not  
impair any other of its contractual obligations with respect to sales of any  
Contract.  
  
Section 3.19. Insurance Coverage.  
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 a) Fidelity Bond. Broker shall secure and maintain a fidelity bond  
 --------------  
 (including coverage for larceny and embezzlement), issued by a  
 bonding company acceptable to Principal Underwriter, covering all  
 of its directors, officers, agents, Representatives, associated  
 persons and employees who have access to funds of Principal  
 Underwriter or its Affiliates. This bond shall be maintained at  
 Broker's expense in at least the amount prescribed under Rule  
 3020 of the FINRA Conduct Rules or future amendments thereto.  
 Broker shall provide Principal Underwriter with satisfactory  
 evidence of said bond upon Principal Underwriter's reasonable  
 request. Broker hereby assigns any proceeds received from a  
 fidelity bonding company, or other liability coverage, to  
 Principal Underwriter, for itself or on behalf of its Affiliates,  
 as their interest may appear, to the extent of its loss due to  
 activities covered by the bond, policy or other liability  
 coverage.  
  
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 b) Plan of Insurance. Broker shall maintain in full force and effect  
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 during the term of this Agreement a plan of insurance (which may  
 be a plan of self-insurance if agreed to in writing in advance by  
 Principal Underwriter) which shall provide coverage for errors  
 and omissions of Broker and its directors, officers, employees,  
 agents, Agencies and Representatives, in such amounts and scope  
 of coverage as are acceptable to Principal Underwriter in its  
 sole discretion. If requested by Principal Underwriter, Broker  
 shall provide evidence of coverage under an insurance policy, or  
 a plan of self-insurance, satisfactory to Principal Underwriter  
 showing the amount and scope of coverage provided. If such  
 insurance plan terminates for any reason during the term of this  
 Agreement, Broker shall immediately notify Principal Underwriter  
 in writing of such termination and Principal Underwriter shall  
 have the right to immediately terminate this Agreement.  
  
 c) Loss of coverage. The authority of any Representative to solicit  
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 and procure Contracts hereunder shall terminate automatically  
 upon the termination of such Representative's coverage under the  
 Broker's fidelity bond or plan of insurance referred to in  
 subsections (a) and (b) above.  
  
Section 3.20. Agency Distribution of Variable Contracts. In such cases where  
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Broker intends to distribute the Variable Contracts through an Agency, Broker  
further represents that Agency shall engage in the offer or sale of Variable  
Contracts only through persons who are Representatives of the Broker. Broker  
shall further ensure that unregistered employees shall not engage in any  
securities activities requiring registration, nor receive any compensation  
based on transactions in securities or the provision of securities advice.  
  
Section 3.21. Market Timing.  
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 (a) Broker shall not, and Broker shall take all steps necessary to  
 ensure that its Representatives and any Agency shall not  
 (i) solicit, offer or sell Variable Contracts in connection with  
 or to facilitate any program, plan or arrangement involving  
 market timing transactions in underlying mutual funds within  
 Variable Contracts, or (ii) take any other actions that would  
 promote, encourage or facilitate market timing transactions in  
 the underlying mutual funds within Variable Contracts.  
  
 (b) Notwithstanding the foregoing, Broker and its Representatives  
 may provide incidental services in the form of guidance to  
 applicants and owners of Variable Contracts regarding the  
 allocation of premium and Variable Contract value, provided that  
 such services are (i) solely incidental to Broker's activities  
 in connection with the sales of the Variable Contracts,  
 (ii) subject to the supervision and control of Broker,  
 (iii) furnished in accordance with any rules and procedures that  
 may be prescribed by Principal Underwriter, and (iv) not  
 promoting, encouraging or facilitating market timing  
 transactions in the underlying mutual funds within Variable  
 Contracts.  
  
Section 3.22. Prohibited Solicitation With Contract Holders. For a period of 12  
 ----------------------------------------------  
months after termination of the Agreement, the Broker and Agency shall not,  
directly or indirectly, and on a systematic basis, contact the contract holders  
of Principal Underwriter or its Affiliates or condone such contact for the  
purpose of inducing any such contract holders to lapse, cancel, and fail to  
renew or replace any Contract. If the Broker or Agency, in the judgment of  
Principal Underwriter is determined to have engaged in such prohibited  
activity, then Principal Underwriter shall have the right to declare the  
Broker's and Agency's claims for compensation or any other benefit under the  
Agreement to be forfeited and void. Principal Underwriter, on behalf of itself  
and its Affiliates, may also pursue all remedies, including injunction, to  
assure compliance with the covenants in this Section 3.22 and shall, if  
successful, be entitled to recover from the Broker and Agency all costs and  
expenses incurred in pursuing such remedies, including reasonable attorneys'  
fees.  
  
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 ARTICLE IV  
 COMPLIANCE WITH APPLICABLE LAW  
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Section 4.1. Applicable Law. Principal Underwriter and Broker shall comply with  
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all applicable state and federal statutes, laws, rules, and regulations  
including without limitation, state insurance laws, rules and regulations, and  
federal and state securities laws, rules and regulations ("Applicable Law").  
Applicable Law also includes applicable guidelines, policies, and rulings of  
federal and state regulatory organizations and agencies, including without  
limitation state insurance departments, the SEC and the FINRA, consumer privacy  
laws, HIPAA and any other state or federal laws, rules or regulations and  
decisions, orders and rulings of state and federal regulatory agencies that are  
now or may hereafter become applicable to the parties hereto and the  
transactions that are the subject of this Agreement.  
  
Section 4.2. Anti-Money Laundering and Customer Identification.  
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 a) Broker shall comply with all applicable anti-money laundering laws,  
 regulations, rules and government guidance, including the reporting,  
 recordkeeping and compliance requirements of the Bank Secrecy Act  
 ("BSA"), as amended by The International Money Laundering Abatement  
 and Financial Anti-Terrorism Act of 2002, Title III of the USA  
 PATRIOT Act ("the Act"), its implementing regulations, and related  
 SEC and SRO rules. These requirements include requirements to  
 identify and report currency transactions and suspicious activity, to  
 implement a customer identification program to verify the identity of  
 customers, and to implement an anti-money laundering compliance  
 program. As required by the Act, Broker certifies that it has: a  
 comprehensive anti-money laundering compliance program that includes,  
 policies, procedures and internal controls for complying with the  
 BSA; policies, procedures and internal controls for identifying,  
 evaluating and reporting suspicious activity; a designated compliance  
 officer or officers; training for appropriate persons; and an  
 independent audit function.  
  
 b) Further Broker certifies, and shall certify to Principal Underwriter  
 annually hereafter, that it has established and implemented a  
 training program for appropriate persons, including appropriate  
 employees and all Representatives registered with Broker, and that  
 such program includes training on the requirements of Broker's  
 anti-money laundering compliance program and on the identification of  
 "red flags" associated with money laundering risks related to  
 Principal Underwriter's covered products, as they are defined in the  
 regulations promulgated under Section 352 of the Act in accordance  
 with the definitions provided in Section 103.37(a)(4).  
  
 Broker shall provide training to all appropriate persons, including  
 its appropriate employees and all Representatives registered with  
 Broker concerning their responsibilities under the company's  
 anti-money laundering program, and that such training shall include  
 instruction on the identification of "red flags" associated with  
 money laundering risks related to Principal Underwriter's covered  
 products, as they are defined in the regulations promulgated under  
 Section 352 of the Act in accordance with the definitions provided in  
 Section 103.37(a)(4).  
  
 c) Further Broker certifies, and shall certify to Principal Underwriter  
 annually hereafter, that it has established and implemented a  
 Customer Identification Program, in compliance with applicable  
 regulations, as part of its anti-money laundering compliance program  
 that, at a minimum, requires: (i) the verification of the identity of  
 any customer seeking to open an account; (ii) the retention of a  
 record of the information used to verify each customer's identity;  
 and (iii) the determination, within a reasonable time before or after  
 the account is opened, as to whether the customer appears on any  
 lists of known or suspected terrorists or terrorist organizations as  
 provided to it by any government agency.  
  
 d) Broker shall verify the identity of each customer that it introduces  
 to Principal Underwriter, whether through documentary or  
 non-documentary means, and that Principal Underwriter shall rely upon  
 such verification, as prescribed by the regulations promulgated under  
 Section 326 of the Act  
  
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 in accordance with the safe-harbor provided in Section 103.122(b)(6)  
 of the regulations under the Act.  
  
 e) Broker shall immediately notify Principal Underwriter of any  
 activity, behavior, or transaction that results in Broker filing a  
 suspicious activity report and that it shall share information to the  
 extent permissible under the regulations promulgated under  
 Section 314 of the Act in accordance with the safe harbor provided in  
 Section 103.110(b)(5) of the regulations under the Act.  
  
Section 4.3. Suitability Certification. To the extent required by Applicable  
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Law and in accordance with Section 3.7, Broker hereby certifies, and shall  
hereafter annually certify in writing to Principal Underwriter, to the  
following:  
  
 With respect to the solicitation and sale of fixed and variable  
 annuity Contracts offered by Principal Underwriter and its  
 Affiliates, Broker has in place a system to supervise recommendations  
 made for the Contracts that is reasonably designed to achieve  
 compliance with state insurance laws or regulations regarding  
 suitability and, with respect to variable annuities, to comply with  
 applicable FINRA Conduct Rules, including Rule 2310, regarding  
 suitability. As part of this supervisory system Broker maintains  
 written procedures and conducts periodic reviews of its records that  
 are reasonably designed to achieve compliance with these requirements.  
  
Annual certificates shall be signed by an authorized senior officer or manager  
of the Broker with responsibility for overseeing annuity sales practices and  
who has a reasonable basis on which to make the certification on behalf of the  
Broker.  
  
Section 4.4. Department Of Labor. Broker represents that when selling Contracts  
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to ERISA plans or IRA's, it is (a) acting independent of Principal Underwriter,  
(b) an investment advisor registered under the Investment Advisors Act of 1940,  
or a broker-dealer registered under the Securities Exchange Act of 1934, (c) an  
ERISA and/or Tax Code fiduciary acting on behalf of the ERISA plan or XXX, and  
responsible for exercising independent judgment in evaluation the transaction,  
and (d) is capable of evaluation investment risks independently, both in  
general, and with regard to particular transactions and investment  
strategies. Principal Underwriter represents that (i) it is not undertaking to  
provide impartial investment advice, or to give advice in a fiduciary capacity  
in connection with the sale of the Contracts, but is acting for its own  
financial interests, (ii) it has informed Broker of the existence and nature of  
the Principal Underwriter's interests in the transaction by disclosing its fees  
and (c) Principal Underwriter will not receive a separate fee for the provision  
of investment advice in connection with the transaction. This independent  
fiduciary exception is effective as of the date the selling agreement is  
executed and applies to each ERISA plan or XXX on whose behalf Broker will be  
acting regarding the purchase of the Contracts. This paragraph documents the  
fiduciary roles with respect to this selling agreement between Principal  
Underwriter and Broker, and the reliance and utilization of the "transactions  
with independent fiduciaries with financial expertise" exception found in  
Department of Labor Regulation (S)2510.3-21(c)(1).  
  
  
 ARTICLE V  
 COMPENSATION  
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Section 5.1. Payment Under Compensation Schedules. Principal Underwriter shall  
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pay Broker compensation for the sale of each Contract sold by Representatives  
of Broker as set forth in Exhibits A and B. Principal Underwriter shall  
identify to Broker with each such payment the name or names of the  
Representative(s) of Broker who solicited each Contract covered by the payment.  
Broker shall be responsible for issuing checks, statements or forms for tax  
purposes and other administrative duties connected with compensation of such  
Representatives. Unless otherwise agreed upon by the parties, Principal  
Underwriter shall have no obligation to any of the employees, agents or  
Representatives of Broker or Agency for the payment of any compensation. Unless  
otherwise provided in Exhibits A and B, compensation on the Contracts,  
including the commissions and fees therein, may be amended by Principal  
Underwriter at any time, in any manner, and without prior notice. If Broker or  
its  
  
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Representatives replace an existing Product issued by any of Principal  
Underwriter's Affiliates in whole or in part, the compensation set forth in  
Exhibits A or B is inapplicable and MetLife, in its sole discretion, shall  
determine what, if any, commissions shall be payable in accordance with  
MetLife's Rewritten Business Rules in effect at the time of such replacement.  
  
Section 5.2. Sole Discretion to Refund Premiums. Broker recognizes that  
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Principal Underwriter and its Affiliates have sole discretion to refund or  
return purchase payments paid by applicants.  
  
Section 5.3. Chargeback of Compensation. Except as otherwise may be provided in  
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Exhibit A and B, no compensation shall be payable in connection with a purchase  
payment, and any compensation already paid shall be promptly returned to  
Principal Underwriter on request, under each of the following conditions:  
  
 a) if Principal Underwriter or its Affiliates, in their sole discretion,  
 determine not to issue the Contract applied for;  
  
 b) if Principal Underwriter or its Affiliates refund or return the  
 purchase payment paid by the applicant for any reason, in whole or in  
 part; or  
  
 c) Principal Underwriter or its Affiliates determine that any person  
 signing an application who is required to be registered and/or  
 licensed or any other person or entity receiving compensation for  
 soliciting purchases of the Contracts is not duly registered and/or  
 licensed to sell the Contracts in the jurisdiction of such attempted  
 sale.  
  
Section 5.4. Offset. When commission has been paid to a Broker hereunder for a  
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purchase payment that has since been refunded or returned to the purchaser,  
Principal Underwriter may, at its option, offset the amount of that commission  
against any other amounts payable to Broker by Principal Underwriter or any one  
or more of its Affiliates. In addition, Principal Underwriter may at any time  
offset against any compensation payable to the Agency or its successors or  
assigns, any indebtedness due from the Agency to Principal Underwriter or its  
Affiliates. Nothing contained herein shall be construed as giving Broker,  
Agency or Representative the right to incur any indebtedness on behalf of  
Principal Underwriter or its Affiliates. Any remaining indebtedness of Broker  
to Principal Underwriter or its Affiliates arising under this Agreement shall  
be a first lien against any monies payable hereunder. The right of Broker, or  
any person claiming through Broker to receive any compensation provided by this  
Agreement shall be subordinate to the right of Principal Underwriter to offset  
such compensation against any such indebtedness of the Broker to Principal  
Underwriter or its Affiliates.  
  
Section 5.5. No Right to Withhold. Neither Broker nor any of its  
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Representatives shall have any right to withhold or deduct any part of any  
premium or other purchase payment it shall receive with respect to the  
Contracts covered by this Agreement for purposes of payment of commission or  
for any other purpose.  
  
Section 5.6. Impact on Termination. Principal Underwriter shall pay  
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compensation to Broker for Contracts credited to an Agency prior to the  
termination date of this Agreement, as set forth in Exhibits A and B. Such  
compensation shall be payable when the premium is due and paid to Principal  
Underwriter subject to the provisions of this Agreement and of the Compensation  
Schedule(s).  
  
Section 5.7. Principal Underwriter Payment of Compensation; Discharge of  
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Obligation. Agency and Broker hereby acknowledge that compensation attributable  
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to the sale of any Contract issued by an Affiliate may be payable directly by  
Principal Underwriter, in its discretion, to Agency or Broker where permitted,  
and not by the Affiliate. Agency and Broker further acknowledge that such  
payment of compensation by Principal Underwriter attributable to the sale of  
such Contracts shall constitute a complete discharge of the obligation to pay  
compensation by the Affiliate issuer under this Agreement. The foregoing manner  
of payment shall not affect the right of offset or chargeback as referred to in  
Sections 5.3 and 5.4 of this Agreement, or other compensation rules as may be  
set forth in this Agreement, Exhibits A and B, or rules of the Principal  
Underwriter or its Affiliates.  
  
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Section 5.8. Expenses. Broker is responsible for all expenses incurred by the  
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Broker, except as may be agreed to in writing by Principal Underwriter prior to  
the Broker incurring such expenses. Additionally, Principal Underwriter shall,  
at its expense, provide its standard advertising and promotional material to  
the Broker when deemed appropriate by Principal Underwriter.  
  
Section 5.9. Conflict. With respect to compensation under this Agreement, in  
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the event that anything contained in this Article 5 conflicts with the terms of  
the compensation described in the attached Exhibits A and B, the terms  
contained in Exhibits A and B shall prevail.  
  
  
 ARTICLE VI  
 COMPLAINTS AND INVESTIGATIONS  
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Section 6.1. Investigation by Regulator. Broker and Principal Underwriter shall  
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cooperate fully in any regulatory investigation or proceeding or judicial  
proceeding arising in connection with the offer, sale, and/or servicing of the  
Contracts.  
  
Section 6.2. Customer Complaints. The term Customer Complaint shall mean an  
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oral or written communication either directly from the purchaser of or  
applicant for a Contract covered by this Agreement or his/her legal  
representative, or indirectly from a regulatory agency to which he/she or  
his/her legal representative has expressed a grievance.  
  
Section 6.3. Notice and Handling of Customer Complaints.  
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 a) Principal Underwriter shall promptly notify Broker of Principal  
 Underwriter's receipt of notice of any Customer Complaints relating  
 to sales practices or marketing issues relating to the Contracts by  
 forwarding to Broker a copy of any written materials in connection  
 with such Customer Complaint and any additional information as may be  
 necessary to furnish a complete understanding of same. Broker shall  
 be responsible for resolving Customer Complaints involving sales  
 practices or marketing issues. Principal Underwriter shall cooperate  
 with Broker and provide information to Broker related to sales  
 practices and marketing Customer Complaints that is reasonably  
 required by Broker to facilitate the resolution of such Customer  
 Complaints. During the resolution of a sales practices or marketing  
 related Customer Complaint, Broker shall provide Principal  
 Underwriter with a copy of all correspondence sent and received  
 regarding that Customer Complaint. Nothing contained in this  
 Section 6.3 (a) shall limit Principal Underwriter's right to settle  
 as described in Section 6.4.  
  
 b) Broker shall promptly notify Principal Underwriter of Broker's  
 receipt of notice of any Customer Complaint by forwarding to  
 Principal Underwriter a copy of any written materials in connection  
 with the Customer Complaint and such additional information as may be  
 necessary to furnish a complete understanding of same. Principal  
 Underwriter shall be responsible for resolving Customer Complaints  
 involving administrative issues. Broker shall cooperate with  
 Principal Underwriter and provide information to Principal  
 Underwriter related to administrative Customer Complaints that is  
 reasonably required by Principal Underwriter to facilitate the  
 resolution of such Customer Complaints.  
  
Section 6.4. Right to Settle. Principal Underwriter reserves the right to  
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settle on behalf of itself, and on behalf of itself and Broker collectively if  
Broker agrees, any claims, complaints or grievances made by applicants,  
contract holders or others in connection with the Contracts, and concerning any  
conduct, act or omission by the Broker or its agents or representatives with  
respect to the Contracts or any transactions arising out of this Agreement. If  
Broker does not agree to a collective settlement with Principal Underwriter and  
Principal Underwriter, on behalf of itself, settles the matter, Broker shall  
indemnify and hold harmless Principal Underwriter from any and all claims,  
complaints or grievances made by Broker or any applicant, contract holder or  
other person or entity made in connection with such matter.  
  
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 ARTICLE VII  
 RECORDS AND ADMINISTRATION  
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Section 7.1. Books and Records. Broker shall maintain all books and records as  
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required by Rules 17a-3 and 17a-4 under the 1934 Act, except to the extent that  
Principal Underwriter may agree in writing to maintain any such records on  
Broker's behalf. Records subject to any such agreement shall be maintained by  
Principal Underwriter as agent for Broker in compliance with said rules, and  
such records shall be and remain the property of Broker and be at all times  
subject to inspection by the SEC in accordance with Section 17(a) of that Act.  
Nothing contained herein shall be construed to affect Principal Underwriter's  
or its Affiliates' right to ownership and control of all records and documents  
pertaining to its business operations including, without limitation, its  
operations relating to the Contracts. Principal Underwriter and Broker shall  
each retain all records related to this Agreement as required by the 1934 Act,  
and the rules and regulations thereunder and by any other Applicable Law, as  
Confidential Information.  
  
  
 ARTICLE VIII  
 CUSTOMER INFORMATION AND PROTECTED HEALTH INFORMATION  
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Section 8.1. Treatment of Customer Information. Broker shall treat Customer  
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Information confidentially as required by Applicable Law and by Principal  
Underwriter, as described in Principal Underwriter's privacy notices and in  
accordance with Principal Underwriter policies and procedures. Broker shall  
also establish and implement administrative, physical and technical procedures  
to ensure the confidentiality, security and integrity of Customer Information  
in accordance with Applicable Law. Broker shall comply with Principal  
Underwriter's terms of use, policies and procedures with respect to use of  
Principal Underwriter electronic systems and databases providing access to  
Customer Information by Broker, its employees and Representatives, and shall  
promptly report to Principal Underwriter any actual or suspected breach of  
security related to such systems and databases of which it becomes aware. To  
the extent that Broker becomes aware of any actual or suspected security breach  
or unauthorized use, disclosure, acquisition or access to any Customer  
Information, Broker shall: (i) promptly notify Principal Underwriter, (ii) take  
all necessary and advisable corrective actions, and (iii) cooperate fully with  
Principal Underwriter in all reasonable and lawful efforts to prevent, mitigate  
or rectify such security breach or unauthorized use, disclosure, acquisition,  
or access to the Customer Information. Broker may use Customer Information only  
for the purpose of fulfilling its obligations under the Agreement. Broker shall  
limit access to Customer Information to its employees, Representatives and  
other Third Parties who need to know such Customer Information to permit Broker  
to fulfill its obligations under this Agreement and who have agreed to treat  
such Customer Information in accordance with the terms of this Agreement.  
Broker shall not disclose or otherwise make accessible Customer Information to  
anyone other than to the individual to whom the information relates (or to his  
or her legally authorized representative) or to other persons pursuant to a  
valid authorization signed by the individual to whom the information relates  
(or by his or her legally authorized representative), except as required for  
Broker to fulfill its obligations under this Agreement, as otherwise directed  
by Principal Underwriter, or as expressly required by Applicable Law. Principal  
Underwriter and its Affiliates may market, offer, sell or distribute insurance  
products, including, but not limited to, the Contracts, or any of their other  
products and related services, outside of this Agreement to customers of Broker  
provided they do not use Nonpublic Personal Information regarding Broker's  
customers provided by Broker to specifically target those customers, and such  
marketing, offering, selling or distributing by Principal Underwriter and its  
Affiliates of insurance (including but not limited to the Contracts) or any of  
their other products or services shall not be subject to the terms of this  
Agreement.  
  
Section 8.2. Protected Health Information ("PHI"). Notwithstanding anything to  
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the contrary in this Agreement, in order to comply with HIPAA requirements,  
Broker agrees with respect to any PHI received, obtained or created by Broker,  
or disclosed or made accessible to Broker, that Broker: (a) shall not use or  
disclose PHI except to provide services pursuant to this Agreement and  
consistent with Applicable Law; (b) shall limit the use of, access to and  
disclosure of PHI to the minimum required to perform services or by Applicable  
Law; (c) shall use appropriate safeguards to prevent use or disclosure of PHI  
except as permitted by this Agreement; (d) shall promptly report to Principal  
Underwriter any use or disclosure of Principal Underwriter PHI not permitted by  
this Agreement of which it becomes aware; (e) shall take reasonable steps to  
mitigate any harmful effect of any use or disclosure of PHI by  
  
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Broker in violation of the terms of this Agreement or Applicable Law; (f) shall  
require that any of its Representatives and independent contractors to whom PHI  
is disclosed or made accessible or who uses PHI has agreed to the same  
restrictions and conditions that apply to Broker with respect to PHI pursuant  
to this Agreement; (g) shall, within fifteen (15) days of Principal  
Underwriter's request, provide to Principal Underwriter any PHI or information  
relating to PHI as deemed necessary by Principal Underwriter to provide  
individuals with access to, amendment of, and an accounting of disclosures of  
their PHI, and to incorporate any amendments of the PHI as requested by  
Principal Underwriter; (h) shall make its internal practices, books and records  
relating to its use or disclosure of PHI available to the Secretary of the  
United States Department of Health and Human Services at his/her request to  
determine Principal Underwriter's compliance with Applicable Law; (i) agrees  
that upon termination of this Agreement it shall, if feasible, return to  
Principal Underwriter or destroy all PHI it maintains in any form and retain no  
copies, and if such return or destruction is not feasible, to extend the  
protections of this Agreement to the PHI beyond the termination of this  
Agreement and for as long as Broker has PHI, and further agrees that any  
further use or disclosure of the PHI shall be solely for the purposes that make  
return or destruction infeasible. Destruction without retention of copies is  
not deemed feasible if prohibited by the terms of this Agreement or by  
Applicable Law, including record retention requirements under state insurance  
laws. With respect to PHI received made accessible, maintained or transmitted  
electronically in the performance of its obligations under this Agreement,  
Broker further agrees that it shall (1) implement administrative, physical, and  
technical safeguards that reasonably and appropriately protect the  
confidentiality, integrity, and availability or any such electronic PHI;  
(2) ensure that its Representatives agree to implement reasonable and  
appropriate safeguards to protect such electronic PHI; and (3) report to the  
Company any security incident related to Electronic PHI of which the Broker  
becomes aware. In this context, the term "security incident" means the  
attempted or successful unauthorized access, use, disclosure, modification or  
destruction of information or interference with system operations in  
information systems such as hardware, software, information, data applications,  
communications and people.  
  
Section 8.3 Additional Broker Responsibility With Respect To PHI. The Broker  
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agrees and acknowledges that the Broker is directly subject to HIPAA as amended  
by the Health Information Technology for Economic and Clinical Health Act  
("HITECH Act"), including its provisions relating to security and privacy of  
PHI as well as its enforcement and penalty provisions. The Broker agrees to:  
(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 the Company'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 the Company within five (5) business days of discovering a  
"breach" as that term is defined in Section 13400 of the HITECH Act at the  
following e-mail address: xxxxxxxxxxxxxx@xxxxxxxxxxx.xxx. In the event Broker  
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learns of a pattern of activity or practice of Company that constitutes a  
material breach or violation of its obligations relating to PHI under the  
Agreement, Broker will take reasonable steps to work with Company to cure the  
breach or end the violation. If such steps are unsuccessful, Broker will  
terminate the Agreement, if feasible, or, if termination is not feasible,  
report the problem to the Secretary of Health and Human Services.  
  
Section 8.4. Privacy Notices and Authorization. Broker shall provide to  
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customers and prospective customers who apply for or purchase Principal  
Underwriter products, and shall ensure that its Representatives provide to such  
customers and prospective customers, Principal Underwriter privacy notices as  
required by Applicable Law and by Principal Underwriter. Broker shall also  
ensure that its Representatives obtain signed authorizations from customers and  
prospective customers who apply for Principal Underwriter products, as required  
by Principal Underwriter, and provide upon request of such customers and  
prospective customers, copies of their signed authorizations as required by  
Applicable Law and Principal Underwriter policy. In the event that a customer  
or prospective customer has signed a Principal Underwriter authorization and  
subsequently informs Broker or Representatives that he or she is revoking that  
authorization, Broker shall promptly inform Principal Underwriter in writing of  
such revocation.  
  
 ARTICLE IX  
 CONFIDENTIAL INFORMATION  
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Section 9.1. Treatment of Confidential Information. Principal Underwriter and  
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Broker and their respective Affiliates each shall keep confidential all  
Confidential Information of the other. Without limiting the generality of  
  
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the foregoing, Principal Underwriter and Broker and their respective Affiliates  
shall not disclose any Confidential Information to any Third Party without the  
prior written consent of the other; provided, however, that each may disclose  
Confidential Information (a) to those of its Representatives who have a need to  
know the Confidential Information in the ordinary course of business and who  
are informed of the confidential nature of the Confidential Information, and  
(b) as and to the extent required by Applicable Law or by legal process or  
requested by an insurance regulatory or administrative body. However, in the  
event that clause (b) of the preceding sentence is applicable, the party  
required or requested to disclose Confidential Information shall give prompt  
written notice thereof to the other party and shall reasonably cooperate in the  
other party's efforts to obtain an appropriate remedy to prevent or limit such  
disclosure. It is understood by Principal Underwriter and Broker that this  
Section 9.1 shall not prevent Broker from quoting Principal Underwriter premium  
rates in the ordinary course of business.  
  
Section 9.2. Return of Confidential Information. Promptly upon the termination  
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of this Agreement or the request of the providing party, the receiving party  
shall return to the providing party all Confidential Information furnished by  
the providing party or its Representatives. Neither the receiving party nor any  
of its Representatives shall make any copies in any form of any documents  
containing Confidential Information of the providing party without the prior  
written consent of an officer of the providing party, except such copies as  
need to be made in the ordinary course of business by Principal Underwriter or  
Broker to fulfill their respective obligations under this Agreement.  
  
Section 9.3. Damages. Principal Underwriter and Broker each acknowledge that  
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(a) money damages may not be a sufficient remedy for breach of this Article IX,  
(b) the Party aggrieved by any such breach may be entitled to specific  
performance and injunctive and other equitable relief with respect to such  
breach, (c) such remedies shall not be deemed to be the exclusive remedies for  
any such breach but shall be in addition to all other remedies available at law  
or in equity, and (d) in the event of litigation relating to this Article IX,  
if a court of competent jurisdiction determines in a final non-appealable order  
that either Principal Underwriter or Broker or any of their respective  
Representatives has breached this Article IX, then the party that is found (or  
whose Representative is found) to have committed such breach shall be liable  
for reasonable legal fees incurred by the aggrieved party or its affiliates in  
connection with such litigation including, without limitation, any appeals.  
  
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 ARTICLE X  
 INDEMNIFICATION  
 ---------------  
  
Section 10.1. Indemnification. Each party shall hold harmless, defend,  
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exonerate and indemnify each other party to this Agreement, as well as their  
respective employees, agents, trustees, Representatives, officers or directors,  
for any and all losses, claims, judgments, fines, penalties, damages, or  
liabilities (or any actions or threatened actions in respect of any of the  
foregoing) the other party suffers that results from the actions of the  
indemnifying party or its representatives with respect to its/their obligations  
under this Agreement, or breach of any representation, warranty, covenant,  
condition or duty contained in this Agreement or violation of Applicable Law  
with respect to its services required under this Agreement.  
  
Section 10.2. Notice of Claim. After receipt of notice of the commencement of,  
 ----------------  
or threat of, any claim, action, or proceeding by a third party (a "Third Party  
Action") by a party that believes it is entitled to indemnification under this  
Article X (the "Indemnified Party"), the Indemnified Party shall notify the  
party obligated to provide indemnification under this Article X (the  
"Indemnifying Party") in writing of the commencement thereof as soon as  
practicable thereafter, provided that the omission to so notify the  
Indemnifying Party shall not relieve it from any liability under this Article  
X, except to the extent that the Indemnifying Party demonstrates that the  
defense of such Third Party Action is materially prejudiced by the failure to  
give timely notice. Such notice shall describe the claim in reasonable detail.  
  
Section 10.3. Defense, Settlement and Subrogation.  
 ------------------------------------  
  
 a) The Indemnifying Party shall have the right to assume control of the  
 defense of such Third Party Action and shall retain counsel  
 reasonably satisfactory to the Indemnified Party to represent the  
 Indemnified Party and shall pay the reasonable fees and disbursements  
 of such counsel related to such Third Party Action. The Indemnified  
 Party shall cooperate and provide such assistance as the Indemnifying  
 Party reasonably may request in connection with the Indemnifying  
 Party's defense and shall be entitled to recover from the  
 Indemnifying Party the reasonable out-of-pocket costs of providing  
 such assistance (including reasonable fees of any counsel retained by  
 the Indemnified Party with the consent of the Indemnifying Party to  
 facilitate such assistance). The Indemnifying Party shall inform the  
 Indemnified Party on a regular basis of the status of any Third Party  
 Action and the Indemnifying Party's defense thereof.  
  
 b) In any such Third Party Action, the Indemnified Party may, but shall  
 not be obligated to, participate in the defense of any Third Party  
 Action, at its own expense and using counsel of its own choosing, but  
 the Indemnifying Party shall be entitled to control the defense  
 thereof unless the Indemnified Party has relieved the Indemnifying  
 Party from liability with respect to the particular Third Party  
 Action.  
  
 c) If notice is given to the Indemnifying Party of the commencement of  
 any Third Party Action hereunder and the Indemnifying Party does not,  
 either (i) within ten (10) Business Days after the receipt of such  
 notice, give notice to the Indemnified Party of its election to  
 assume the defense of such Third Party Action, or (ii) give notice to  
 the Indemnified Party that it rejects the claim for indemnification  
 pursuant to Section 10.5 herein, the Indemnified Party shall have the  
 right, at its option and at the Indemnifying Party's expense, to  
 defend such Third Party Action in a manner that the Indemnified Party  
 deems appropriate. In such a case, the Indemnified Party shall not  
 consent to the settlement, compromise or entry of judgment with  
 respect to the Third Party Action without prior written notice to,  
 consultation with, and written consent of the Indemnifying Party,  
 which consent shall not be unreasonably withheld.  
  
 d) In any Third Party Action, the defense of which is controlled by the  
 Indemnifying Party: (i) the Indemnifying Party shall not, without the  
 Indemnified Party's prior written consent, compromise or settle such  
 Third Party Action, if (1) such compromise or settlement would impose  
 an injunction or other equitable relief upon the Indemnified Party or  
 (2) such compromise or settlement does not  
  
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 include the Third Party's release of the Indemnified Party from all  
 liability relating to such Third Party Action; and (ii) the  
 Indemnified Party shall not compromise or settle such Third Party  
 Action without the prior written consent of the Indemnifying Party,  
 which consent shall not be unreasonably withheld, provided that, if  
 the Indemnified Party desires to compromise or settle such claim,  
 suit or proceeding and the Indemnifying Party reasonably refuses to  
 consent to such compromise or settlement, the Indemnified Party may  
 enter into a compromise or settlement but shall be solely responsible  
 for the cost of any compromise or settlement amount.  
  
Section 10.4. Claim Not Involving Third Party Action. A claim for  
 ---------------------------------------  
indemnification by a party hereunder for any matter not involving a Third Party  
Action may be asserted by notice to another party.  
  
Section 10.5. Notice of Rejection of Claim. Notwithstanding anything within  
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this Article X to the contrary, a party who has received a notice of claim for  
indemnification under this Article X, may notify the party asserting such claim  
for indemnification that it rejects the claim. Such notice rejecting a claim  
for indemnification must be given by the rejecting party within ten  
(10) business days of its receipt of the notice of claim and shall describe the  
basis for the rejection of the claim in reasonable detail.  
  
Section 10.6. Provisions Not to Control. Notwithstanding anything in this  
 --------------------------  
Article X to the contrary, the terms and provisions of Article VI shall control  
in the event of any conflict or alleged conflict with this Article X.  
  
 ARTICLE XI  
 GENERAL PROVISIONS  
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Section 11.1. Term and Termination.  
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 a) Term. This Agreement shall continue in force from the Effective Date,  
 -----  
 provided that any party may unilaterally terminate this Agreement  
 with or without cause upon thirty (30) days prior written notice of  
 termination to the other parties.  
  
 b) Termination Due to Change in Status.  
 ------------------------------------  
  
 1) Broker-Dealer Status. The Agreement shall terminate immediately  
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 upon Principal Underwriter or Broker ceasing to be a registered  
 broker-dealer or a member of the FINRA.  
  
 2) Legal Status. The Agreement shall terminate immediately upon the  
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 termination of the legal existence of Selling Broker-Dealer or  
 the Agency, or the merger, consolidation, reorganization,  
 dissolution, receivership or bankruptcy of either, or whenever  
 the Agency is no longer licensed under law to solicit and procure  
 applications for Contracts, unless the Agency notifies the other  
 parties in writing at least thirty (30) days' prior to the  
 occurrence of any of the above events and obtains written  
 permission to continue on a basis approved by the other parties.  
  
 c) Continuing Obligations. Upon termination of this Agreement, all  
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 authorizations, rights and obligations shall cease except (a) the  
 agreements contained in Articles VI,VII, VIII, IX, and X, Sections  
 11.4, 11.5, 11.6 and 11.10 hereof; and (b) the obligation to settle  
 accounts hereunder. Except with respect to records required to be  
 maintained by Broker pursuant to Rules 17a-3 and 17a-4 under the 1934  
 Act, Broker shall return to Principal Underwriter, within 30 days  
 after the Effective Date of termination, any and all records in its  
 possession which have been specifically maintained in connection with  
 Principal Underwriter's operations related to the Contracts.  
  
Section 11.2. Assignability. This Agreement shall not be assigned by either  
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party without the written consent of the other; provided, however, that  
Principal Underwriter may assign this Agreement to any of its Affiliates at any  
time. Any purported assignment in violation of this Section 11.2 shall be void.  
  
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Section 11.3. Amendments. No oral promises or representations shall be binding  
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nor shall this Agreement be modified except by agreement in writing, executed  
on behalf of the parties by a duly authorized officer of each of them.  
  
Section 11.4. Notices. All notices, demands and other communications required  
 --------  
or permitted to be given to any party under this Agreement shall be in writing  
and any such notice, demand or other communication shall be deemed to have been  
duly given when delivered by hand, courier or overnight delivery service or, if  
mailed, two (2) Business Days after deposit in the mail and sent certified or  
registered mail, return receipt requested and with first-class postage prepaid:  
  
 (a) If to Broker, to the address on the signature page of this Agreement.  
  
 (b) If to Principal Underwriter:  
 Brighthouse Securities, LLC  
 Attn: Installations  
 00000 Xxxxx Xxxxxxxxx Xxxxx Xxxx  
 Xxxxxxxxx, XX 00000  
  
 Either party may change its respective notice address by advance written  
notice to the other.  
  
Section 11.5. Arbitration.  
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 a) When Arbitration Required. All disputes and differences between the  
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 parties, other than those seeking injunctive relief or a restraining  
 order under this Agreement, or arising with respect to the use of  
 Customer Information, PHI or Confidential Information under Articles  
 VIII and IX, must be decided by arbitration in accordance with the  
 rules of arbitration of the American Arbitration Association,  
 regardless of the insolvency of either party, unless the conservator,  
 receiver, liquidator or statutory successor is specifically exempted  
 from an arbitration proceeding by applicable state law.  
  
 b) Initiation of Arbitration. Either party may initiate arbitration by  
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 providing written notification to the other party. Such written  
 notice shall set forth (i) a brief statement of the issue(s);  
 (ii) the failure of the parties to reach agreement; and (iii) the  
 date of the demand for arbitration.  
  
 c) Arbitration Panel. The arbitration panel shall consist of three  
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 arbitrators. The arbitrators must be impartial and must be or must  
 have been officers of life insurance and or securities companies  
 other than the parties or their affiliates.  
  
 d) Selection of Arbitrators. Each party shall select an arbitrator  
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 within thirty (30) days from the date of the demand. If either party  
 shall refuse or fail to appoint an arbitrator within the time  
 allowed, the party that has appointed an arbitrator may notify the  
 other party that, if it has not appointed its arbitrator within the  
 following ten (10) days, an arbitrator shall be appointed on its  
 behalf. The two (2) arbitrators shall select the third arbitrator  
 within thirty (30) days of the appointment of the second arbitrator.  
 If the two arbitrators fail to agree on the selection of the third  
 arbitrator within the time allowed, each arbitrator shall submit to  
 the other a list of three (3) candidates. Each arbitrator shall  
 select one name from the list submitted by the other and the third  
 arbitrator shall be selected from the two names chosen by drawing  
 lots.  
  
 e) Rules; Place for Meetings; Majority Vote. The arbitrators shall  
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 determine all arbitration schedules and procedural rules.  
 Organizational and other meetings shall be held in New York, unless  
 the arbitrators select another location. The arbitrators shall decide  
 all matters by majority vote.  
  
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 f) Decision Final. The decisions of the arbitrators shall be final and  
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 binding on both parties. The arbitrators may, at their discretion,  
 award costs and expenses, as they deem appropriate, including but not  
 limited to legal fees and interest. The arbitrators may not award  
 exemplary or punitive damages. Judgment may be entered upon the final  
 decision of the arbitrators in any court of competent jurisdiction.  
  
 g) Fees and Expenses. Each party shall be responsible for (a) all fees  
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 and expenses of its respective counsel, accountants, actuaries and  
 any other representatives in connection with the arbitration and  
 (b) unless the arbitrators shall provide otherwise, one-half (1/2) of  
 the expenses of the arbitration, including the fees and expenses of  
 the arbitrators.  
  
Section 11.6. Governing Law. This Agreement shall be governed by and construed  
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in accordance with the laws of the State of Delaware without regard to Delaware  
choice of law provisions.  
  
Section 11.7. Entire Understanding. This Agreement and any reference  
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incorporated herein constitute the complete understanding of the parties and  
supersedes in its entirety any and all prior and contemporaneous agreements  
among the parties with respect to the subject matter discussed herein. No oral  
agreements or representations shall be binding.  
  
Section 11.8. Third Party Beneficiaries. Nothing in the Agreement shall convey  
 --------------------------  
any rights upon any person or entity, which is not a party to the Agreement.  
Principal Underwriter's Affiliates shall be Third Party beneficiaries of this  
Agreement, entitled to enforce the provision hereof as if they were a party to  
this Agreement.  
  
Section 11.9. Non-Exclusivity. No territory or product is assigned exclusively  
 ----------------  
hereunder to Broker and Agency and Principal Underwriter reserves the right in  
its discretion to enter into selling agreements with other broker-dealers, and  
to contract with or establish one or more insurance agencies in any  
jurisdiction in which Broker transacts business hereunder.  
  
Section 11.10. Non-Solicitation of Employees and Agents. For purposes of this  
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Section 11.10 only, the term "agent" shall include all appointed agents and  
Representatives. The parties to this Agreement acknowledge that each may have  
access to the names and identities of agents of each party as a result of  
performing their respective obligations under this Agreement, and that each may  
establish close working relationships with such persons. Therefore:  
  
 a) Broker and Agency (for purposes of this Section 11.10, "Selling  
 Group"), shall not solicit any agent of Principal Underwriter while  
 an agent maintains his/ her affiliation with Principal Underwriter  
 and for twelve (12) months after termination of the affiliation. In  
 addition, Selling Group shall not interfere in any way with the  
 relationships, contractual or otherwise, between Principal  
 Underwriter and its agents. Selling Group shall not induce or  
 encourage, or attempt to induce or encourage, any agent of Principal  
 Underwriter to terminate or change his/ her relationship with  
 Principal Underwriter; and  
  
 b) Principal Underwriter shall not solicit any agent of Selling Group  
 while an agent maintains his/ her affiliation with Selling Group and  
 for twelve (12) months after termination of the affiliation. In  
 addition, Principal Underwriter shall not interfere in any way with  
 the relationships, contractual or otherwise, between Selling Group  
 and its agents. Principal Underwriter shall not induce or encourage,  
 or attempt to induce or encourage, any agent of Selling Group to  
 terminate or change his/ her relationship with Selling Group.  
  
Section 11.11. Waiver. The failure of either party to strictly enforce any  
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provision of this Agreement shall not operate as a waiver of such provision or  
release either party from its obligation to perform strictly in accordance with  
such provision.  
  
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Section 11.12. Counterparts. This Agreement may be executed in counterparts,  
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with the same force and effect as if executed in one complete document.  
  
Section 11.13. Severability. If any provision of this Agreement is declared  
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null, void or unenforceable in whole or in part by any court, arbitrator or  
governmental agency, said provision shall survive to the extent it is not so  
declared and all the other provisions of the Agreement shall remain in full  
force and effect unless, in each case, such declaration shall serve to deprive  
any of the parties hereto of the fundamental benefits of this Agreement.  
  
Section 11.14. Trademarks. Neither party may use the other party's trademarks,  
 -----------  
service marks, trade names, logos, or other commercial or product designations  
(collectively, "Marks") for any purpose whatsoever without the prior written  
consent of the other party.  
  
Section 11.15. Preparation of Certificates. Notwithstanding anything to the  
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contrary in this Agreement, Broker and Principal Underwriter shall cooperate  
fully in the preparation of and execution of any certificates that may be  
required by a regulatory authority or by Applicable Law, in connection with the  
offer, sale, and/or servicing of the Contracts.  
  
Section 11.16. Parties' Control of Business and Operations. The performance or  
 --------------------------------------------  
receipt of services pursuant to this Agreement shall in no way impair the  
absolute control of the business and operations of each of the parties and  
their respective Affiliates by their own Board of Directors.  
  
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In reliance on the representations set forth and in consideration of the  
undertakings described, the parties represented below do hereby contract and  
agree.  
  
"PRINCIPAL UNDERWRITER"  
  
  
BRIGHTHOUSE SECURITIES, LLC  
----------------------------------  
  
By  
 -------------------------------  
  
----------------------------------  
  
Date  
 -----------------------------  
  
Address:  
Brighthouse Securities, LLC  
----------------------------------  
  
00000 Xxxxx Xxxxxxxxx Xxxxx Xxxx  
----------------------------------  
  
Xxxxxxxxx, XX 00000  
----------------------------------  
  
Fax #:  
 ---------------------------  
  
"BROKER DEALER"  
  
----------------------------------  
(Broker Firm)  
  
By  
 -------------------------------  
  
----------------------------------  
Print Name & Title  
  
Date  
 -----------------------------  
  
Address:  
  
----------------------------------  
  
----------------------------------  
  
----------------------------------  
  
Fax #:  
 ---------------------------  
  
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 EXHIBIT A  
  
 SCHEDULE OF VARIABLE PRODUCT AND COMPENSATION  
  
 [TO BE INSERTED]  
  
  
  
 EXHIBIT B  
  
 SCHEDULE OF FIXED PRODUCT AND COMPENSATION  
  
 [TO BE INSERTED]  
  
  
  
 EXHIBIT C  
  
 ASSOCIATED INSURANCE AGENCY  
  
The Broker/Dealer named below ("Broker"), having executed a Retail Sales  
Agreement (the "Agreement") by and between Broker, and Brighthouse Securities,  
LLC (the "Company") dated \_\_\_\_\_\_ that, among other things, provides for sales of  
Company's or its Affiliates' Contracts through a designated associated  
insurance agency or agencies, hereby designates the associated insurance  
agency(s) (the "Associated Insurance Agency(s)") named below as its Agency (as  
that term is defined in the Agreement) pursuant to Article III thereof. By  
signing this Exhibit C, each of Broker and the Associated Insurance Agency(s)  
hereby represents and warrants that each of the Associated Insurance Agency(s)  
is and will remain qualified to serve as an Agency in accordance with the terms  
of the Agreement. Each of the Associated Insurance Agency(s) hereby acknowledge  
that it has received a copy of the Agreement, that it has reviewed the  
Agreement and understands all of its terms, covenants and agreements, that it  
has had the opportunity to consult with counsel of choice relative thereto and  
that it agrees to be bound by and subject to the terms of the Agreement.  
  
Without limiting the foregoing, Broker-Dealer and Insurance Agent represent  
that they are in compliance with the terms and conditions of Xxxxxx & Xxxxxx  
 ---------------  
(sub. nom. First of America Brokerage Service, Inc.) (avail. Sept. 28, 1995)  
 --- --- ----------------------------------------  
issued by the Staff of the SEC with respect to the non-registration as a  
broker-dealer of an insurance agency associated with a registered  
broker-dealer. Broker-Dealer and Insurance Agent shall notify Distributor  
immediately in writing if Broker-Dealer and/or Insurance Agent fail to comply  
with any such terms and conditions and shall take such measures as may be  
necessary and as promptly as practicable under the circumstances to cure any  
such non-compliance.  
  
THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY  
THE PARTIES  
  
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BROKER/DEALER ASSOCIATED INSURANCE AGENCY NAME  
  
By: By:  
 ------------------------------- ------------------------------  
  
---------------------------------- ---------------------------------  
(Print Name & Title) (Print Name & Title)  
  
Date: Date:  
 ----------------------------- ----------------------------  
  
Tax ID: Tax ID:  
 --------------------------- --------------------------  
  
  
  
  
------- -------  
ASSOCIATED INSURANCE AGENCY NAME ASSOCIATED INSURANCE AGENCY NAME  
  
By: By:  
 ---------------------------- ---------------------------  
  
------------------------------- ------------------------------  
(Print Name & Title) (Print Name & Title)  
  
Date: Date:  
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Tax ID: Tax ID:  
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