

# PetFirst Healthcare Commission Agreement

## SECTION 1: Customer and Commission Information

This agreement between PetFirst Healthcare, LLC (“*PetFirst*”) a MetLife Company that services pet insurance products underwritten by Independence American Insurance Company (“*IAIC*”), and the undersigned producer (“*Producer*”) is effective for first and subsequent year commissions, if applicable, for the customer indicated in the following table:

Customer Name

Customer Number	Situs State of Customer
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### Transaction Type

- New Business   
  Arrangement Change   
  Broker Change   
  Added Coverage   
 Service Fees  
 General Agent   
 Third Party Administrator – Admin fee

Division/ Experience #	Line of Coverage	Commission arrangement	Effective date <i>(Typically 1st of month)</i>	% Split commission <i>(required field)</i>
	MPI - Pet Insurance			
	MPI - Pet Insurance			
	MPI - Pet Insurance			
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	MPI - Pet Insurance			

## SECTION 2: Disclosure

**1. Commissions.** Producer will receive commissions from PetFirst for each coverage sold in the month after premium is received by PetFirst. Monthly payments will be determined by applying the attached schedule to the actual premium received per line of sold coverage within the policy year, and subtracting the commissions already paid during the policy year. Commissions will be paid so long as: (a) Producer is licensed by the applicable State Insurance Department and appointed by IAIC to sell the insurance provided by the policy, as applicable; (b) Producer services the business; (c) PetFirst recognizes Producer as the agent/broker of record; (d) any commission advances or overpayments have been properly recovered by PetFirst; (e) the policy remains in force; and (f) this Agreement is in effect.

**2. Risk acceptance.** It is understood and agreed that PetFirst retains the exclusive right to (a) bind or commit PetFirst or IAIC on any risk in any matters; (b) decline any application for insurance submitted by the Producer; (c) with IAIC, discontinue any form of policy in any or all jurisdictions in which PetFirst does business; and (d) resume the use of any policy at any time.

**3. Overpayments.** It is agreed that any overpayment of commissions which may occur due to clerical error; cancellation of coverage; refund of premium; payment of any advance if applicable; change of agent/broker of record by the policyholder or PetFirst; or any other reason, will be returned to PetFirst by the Producer. It is further agreed that PetFirst is authorized to recover any overpayments from the current or future commission owed the Producer by PetFirst or its affiliates. Producer agrees to reimburse PetFirst for expenses, including costs and attorneys’ fees, associated with the collection of outstanding debts due PetFirst from Producer.

**4. Independent contractor.** Producer acknowledges and agrees that it is an independent contractor and not an employee of PetFirst. By accepting any payment of commissions, Broker attests that it is an independent contractor (*as such term is defined in Treasury Regulation Section 1.409A-1(f)(2)*) with respect to PetFirst, and acknowledges that it is solely responsible for payment of all taxes related to any payment of commissions. Broker also releases (*to the extent permitted by law*) PetFirst from any and all responsibility for payment of any and all taxes related to any payment of commissions, including, if applicable, any interest or penalties that may be imposed under statutes, regulations, orders, or rulings governing the taxation of deferred compensation, including but not limited to Section 409A of the Internal Revenue Code.

**5. Notices, Disclosure.** If Producer receives notice of the commencement of any legal, regulatory or administrative proceedings involving PetFirst or Producer, or if it receives any communication from any Insurance Department or other administrative agency or any other person identifying a complaint registered against PetFirst or Producer, Producer shall, following receipt of such notice, immediately notify PetFirst of the proceeding or complaint, and promptly forward any correspondence or necessary files. Producer shall disclose to each of its clients all compensation including, without limitation, commissions, service fees, and supplemental compensation that PetFirst pays to Producer or any of Producer's affiliates with respect to the PetFirst Products purchased by Producer's client. Producer shall provide to a client or prospective client PetFirst's Compensation Notice provided in any PetFirst bid proposal for such client. PetFirst reserves the right to change the form of the Compensation Notice. PetFirst reserves the right to disclose to its customers or potential customers the details regarding compensation it may pay to Producer and to Producer's affiliates under this or any other agreement. Producer shall provide to customers or prospective customers a copy of PetFirst's compensation notice provided in any PetFirst bid proposal for such customer or prospective customer. PetFirst reserves the right to disclose to its customers or potential customers the details regarding compensation it may pay to Producer.

**6. Customer information.** Producer agrees to treat all information about individuals who enroll, apply for or purchase PetFirst's products or services that Producer may have or may obtain in connection with its obligations under the Contract ("*Customer Information*") as confidential. Customer Information may include, but is not limited to, an individual's name, address, social security number, and any financial or health information relating to the individual. Producer may use Customer Information only for the purpose of fulfilling its obligations under the Contract and Producer may not disclose Customer Information to anyone other than the individual to whom the information relates, except as required for Producer to fulfill its obligations under the Contract or as otherwise directed by PetFirst, or except as expressly required by law. Producer must also ensure that Customer Information is kept in a secured manner.

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

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

**9. Termination.** PetFirst may terminate this Agreement at any time for any or no reason. Additionally, this Agreement shall terminate immediately if (a) Producer is no longer appointed by PetFirst to sell its products; (b) Producer is not licensed by the applicable state insurance department; (c) Producer breaches any provision of this Agreement; (d) Producer commits or its agents commit fraud, embezzlement, gross negligence or other legal misconduct. The rights and obligations established under Sections 3, 5, 6, and 7, hereof, shall survive the termination of this Agreement.

### SECTION 3: Signatures


#### Producer

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

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

#### Payee


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

<b>Vice President</b>		
<b>Sign Here</b>	Signature 	Name
		Katie Blakeley

## Assistant Vice President Financial Analysis

**Sign  
Here**

Signature



Name

Michael Walling

### PetFirst use only

Sales Rep. Name *(please print)*

Email Address