



PARTICIPATION AGREEMENT

You may use this form for one plan or arrangement.

403(b)

457(b)

401(a)/414(h)

401(k)

Check all that apply:

New Participant

Data Change

Increase

Decrease

New Contract

Allocation Change

Step-up

Roth

Re-Start

Beneficiary Change

Catch-up

Suspend

IDENTIFYING INFORMATION

SSN/ITIN: --

Plan Name: _____ Plan #: _____

Mr/Mrs/Ms First Name: _____ Middle Initial: _____ Last Name: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Home Phone: --

Date of Birth: ____/____/____ Single / Married

Department Name: _____ Department Number: _____ Employee Number: _____

Work Phone: (____) _____ Date of Hire: ____/____/____ Payroll Name/Cycle: _____

PAYROLL INFORMATION

Effective Date: ____/____/____ Annual Salary: \$ _____

EE Salary Reduction Per Pay: ____% or \$ _____ X ____ Number of Pays = EE Annual Contributions: \$ _____

EB Salary Reduction Per Pay: ____% or \$ _____ X ____ Number of Pays = EB Annual Contributions: \$ _____

Roth Salary Reduction Per Pay: ____% or \$ _____ X ____ Number of Pays = Roth Annual Contributions: \$ _____

ER Salary Reduction Per Pay: ____% or \$ _____ X ____ Number of Pays = ER Annual Contributions: \$ _____

EN Salary Reduction Per Pay: ____% or \$ _____ X ____ Number of Pays = EN Annual Contributions: \$ _____

Increase/Decrease: \$ _____ Skip Pays: _____ Total EE, EB, Roth, ER, EN Contributions: \$ _____

Total Contribution per pay: \$ _____ Normal \$ _____ X ____ # of Pays = Total Catch/Step-up per year: \$ _____

INVESTMENT DIRECTION

Employee Voluntary (EE): Amount per Pay: ____% or \$ _____ X ____ Number of Pays

Issuer: _____ Contract: _____ Fund: _____ Distribution: _____ } = 100%

Employee Basic (EB): Amount per Pay: ____% or \$ _____ X ____ Number of Pays

Issuer: _____ Contract: _____ Fund: _____ Distribution: _____ } = 100%

Employee Basic (Roth): Amount per Pay: ____% or \$ _____ X ____ Number of Pays

Issuer: _____ Contract: _____ Fund: _____ Distribution: _____ } = 100%

Employer Match (ER): Amount per Pay: ____% or \$ _____ X ____ Number of Pays

Issuer: _____ Contract: _____ Fund: _____ Distribution: _____ } = 100%

Employer (EN): Amount per Pay: ____% or \$ _____ X ____ Number of Pays

Issuer: _____ Contract: _____ Fund: _____ Distribution: _____ } = 100%

BENEFICIARY INFORMATION

Primary Beneficiary: _____ Spouse / non-spouse SSN/ITIN: ____ - ____ - ____ Allocation: ____%

2nd Primary Beneficiary: _____ Spouse / non-spouse SSN/ITIN: ____ - ____ - ____ Allocation: ____%

*If you have a spouse, and your Beneficiary is not your spouse, you must complete the Beneficiary Designation form. That form is **not** required if your plan is not governed by ERISA and does not have a spouse's consent provision.*

Contingent Beneficiary: _____ Spouse / non-spouse SSN/ITIN: ____ - ____ - ____ Allocation: ____%

2nd Contingent Beneficiary: _____ Spouse / non-spouse SSN/ITIN: ____ - ____ - ____ Allocation: ____%

This form explains some important information about distribution restrictions and funding options. Please read the back of the form carefully. By signing below, you acknowledge receipt of the prospectus, MetLife Privacy Notice, Compensation Disclosure Notice, Business Continuity and MACA Disclosure (as applicable).

ACKNOWLEDGEMENT:

- I have delivered the Producer Compensation Disclosure form (only applicable for business sold by MLR producers).
- Member Access and Communications Agreement (as applicable)

MetLife FSR: _____

Print Name of Licensed & Appointed Sales Representative/DAI

Signature of Licensed & Appointed Sales Representative

Participant Signature: _____

Today's Date: _____

PARTICIPATION AGREEMENT *YOUR RETIREMENT SAVINGS*

You've agreed to reduce your salary. By signing this form, you authorize your Employer to reduce your salary or wages in amounts equal to the Employee Contributions that you've specified. Your Employer will use these amounts to make contributions under the plan or program you specified. This contract remains in effect until you permanently leave work for your Employer, or you use this form to notify your Employer that you want to stop or change your contributions.

If you directed that any portion of your contributions be applied to a life insurance contract, your Employer and MetLife may (but are not required to) apply the following rule to any change in the amount of your contributions (when you fail to specify otherwise): if your contributions increase, the increase will go to the contract(s) other than the life insurance contract, as long as the scheduled premium under the life insurance contract is met; if your contributions decrease, the contributions to the life insurance contract will be the lesser of the scheduled premium under the contract or the amount that may be contributed without causing your plan account or arrangement to exceed any tax-law limit on incidental insurance.

Plan distribution restrictions Your plan or arrangement is meant for retirement savings. If your plan or arrangement is under Internal Revenue Code § 401(k) or § 403(b), you won't be permitted to take money out until you reach age 59½ or you sever from your Employer (including death or permanent disability). If you have a financial hardship, you may get a limited distribution from your salary-reduction contributions only (not from investment earnings). With limited exceptions, a distribution before age 59½ is subject to a 10% penalty tax. If your plan is under Internal Revenue Code § 457(b), you won't be permitted to take money out until you sever from your Employer (including death or permanent disability). If you have an unforeseeable emergency, you may get a limited distribution. Your plan or arrangement might impose additional restrictions.

Designated 401(k)/403(b) Roth Accounts If the amounts have been held under any Designated Roth Account for at least five years, then any withdrawal, distribution or payment of these amounts made on account of death, disability, or after attainment of age 59½ is generally free of Federal income tax. Unlike Roth IRAs, withdrawals, distributions and payments that do not meet the five year rule will generally be taxed on a pro-rated basis with respect to earnings and after-tax contributions. The 10% penalty tax will generally apply on the same basis as a traditional pre-tax account under the Plan. Additionally, rollover distributions may only be made tax-free into another Designated Roth Account or into a Roth IRA.

Contribution limits Both parties intend that all contributions made under this Agreement be within applicable deferral and contribution limits. If any contribution specified on this form would exceed any applicable limit, either party may reduce the salary-reduction contribution to the greatest amount that would cause all contributions to be within all limits. The parties agree that any contribution that does not satisfy all applicable limits should be presumed to have been made under a mistake of fact or contrary to this Agreement. If any contribution was made under a mistake of fact or contrary to this Agreement, you or the Employer (without consent by or notice to the other party) may instruct a corrective disbursement of the mistaken contributions.

You can stop your contributions at any time. At any time, you may stop your contributions by using this form to give notice to your Employer (see "Effective Date" below). If you stop your contributions, you might lose some or all of your life insurance protection.

How to change your contributions Unless your Plan or your Employer requires otherwise, you may increase or decrease your contributions by using this form at any time. If you decrease your contributions, you may lose some or all of your life insurance protection.

Effective date Your "start" or "stop" or increase or decrease of contributions is effective as of the latest of: the Effective Date you asked for, the first payday that is at least 31 days after both your Employer and MetLife have accepted this form, the date specified by the Plan, or the later date required by the tax law that governs your plan or arrangement.

Corrections If any of your Employer, your Plan Administrator, or MetLife mistakenly directs your contributions to a contract, fund, or account other than according to your direction, you agree that any of them may correct the mistake, including by redeeming an amount from one contract to pay it into another.

Funding choices Except as otherwise provided by the Plan, you choose how to allocate your contributions, except that you must choose a contract(s) permitted by your Employer. You alone are responsible for your investment decisions. Your investment direction applies to all contributions.

Investment changes You may make investment changes, according to the provisions of your contract(s) and your Plan. Any change will be effective only when accepted by the insurer or custodian. The distribution restrictions explained above don't affect your right to transfer your 403(b) amounts to another 403(b) contract permitted by your Employer.

Your Employer isn't responsible for losses. Your Employer is NOT responsible for any loss you suffer for any reason that arises out of this Agreement or your participation in your plan or any contract(s).

Prospectus and other investment information By signing this form, you acknowledge that MetLife gave you, if you've specified any variable annuity contract (including a fixed option of a variable annuity contract) or any mutual fund, each applicable prospectus. If you specified MetLife's Mutual Fund Select Portfolios account, you confirm that you received the Account Overview, which describes that account's fees. Variable annuities issued by MetLife Insurance Company of Connecticut, One Cityplace, Hartford, CT 06103. Mutual funds are offered by MetLife Securities, Inc., 200 Park Avenue, New York, NY 10166.

Summary Plan Description If the plan you specified is governed by ERISA, you confirm that you received your Plan's Summary Plan Description.

Change in employer You intend to make your contributions to the kind of retirement plan or arrangement that may properly receive the contributions. If you are not an employee of a public school or charitable organization, your Employer must pay your contributions to the plan for which you are eligible to make contributions. For example, if your Employer causes you to become an employee of a non-charitable organization and that organization maintains a 401(k) plan, this Agreement will be understood to provide that your Employee Contributions reduced from your pay from the non-charitable organization are 401(k) contributions. If any contribution was mistakenly delivered to the wrong plan or contract, your Employer must instruct a disbursement from that plan or contract for the purpose of restoring the contribution to the appropriate plan or contract.

Please check your account statements. Please read carefully each account statement as soon as you get it. Please tell MetLife in writing about anything that you think may be incorrect. Send this to the MetLife National Office address as specified on your statement. If you don't send your written objection within 60 days of the date of an account statement (or the time provided by the relevant Service Agreement), MetLife assumes that you adopted everything reported and that you did not instruct anything not reported.

Compensation Disclosure Notice



MetLife, its affiliated insurance companies and broker-dealers are committed to helping you select an appropriate product based on your financial needs and stated investment objectives.

Your MetLife Resources sales representative ("Representative") is an employee of a MetLife Company.

Your Representative is authorized to offer and sell products to you that are issued or distributed by Metropolitan Life Insurance Company or certain of MetLife's affiliated insurance companies and broker-dealers (each, a "MetLife Company" and, together, the "MetLife Companies").* Products from the MetLife Companies include fixed life insurance and annuities, property, casualty, and health insurance, variable annuities, and variable life insurance ("MetLife Products"). Your Representative also may be authorized to offer you certain products, including insurance, annuities, and mutual funds, issued by companies other than the MetLife Companies ("non-MetLife products").

Your Representative acts on behalf of the MetLife Companies in connection with the offer and sale of MetLife Products to you. He or she acts on behalf of a company other than MetLife in connection with the sale of non-MetLife products. Your Representative also may service your mutual funds, securities or insurance products on behalf of the company issuing the product.

Your Representative is compensated by a MetLife Company for sale, renewal and servicing of MetLife Products and certain non-MetLife products. This compensation includes base commissions and other forms of compensation that may vary from product to product and by the amount of the purchase payment made by you. You should be aware that the amount of his or her compensation may increase in part based upon the relative amount of MetLife Products that he or she sells during a set period. He or she also is eligible for additional cash compensation (such as medical, retirement and other benefits) and non-cash compensation (such as conferences and sales support services) based on his or her sales of MetLife Products and overall sales and productivity. Your Representative may also receive compensation for the sale, renewal and servicing of non-MetLife products directly from the issuing company.

There are certain unaffiliated brokers who sell products through an association with a MetLife Resources sales office. They are compensated by a MetLife Company for the sale, renewal and servicing of MetLife Products. Those brokers may receive increased compensation based upon the amount of MetLife Products sold during a set period.

* The following are the MetLife Companies whose products your Representative may be authorized to sell: Metropolitan Life Insurance Company, Metropolitan Property and Casualty Insurance Company, Metropolitan Casualty Insurance Company, Metropolitan General Insurance Company, Metropolitan Direct Property and Casualty Insurance Company, Metropolitan Group Property and Casualty Insurance Company, Metropolitan Lloyds Insurance Company of Texas, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Economy Premier Assurance Company, MetLife Investors Insurance Company of Missouri, First MetLife Investors Insurance Company, MetLife Investors USA Insurance Company, New England Life Insurance Company, General American Life Insurance Company, Texas Life Insurance Company, Paragon Life Insurance Company, MetLife Insurance Company of Connecticut, MetLife Securities, Inc., Walnut Street Securities, Inc., New England Securities, Corp. and Tower Square Securities, Inc. For more information, please refer to www.metlife.com.

"New England Financial" is a registered service mark of New England Life Insurance Company.

LEAVE WITH APPLICANT

PRIVACY NOTICE

This Privacy Notice is given to you on behalf of one or more of these MetLife companies:

MetLife Securities, Inc.	MetLife Associates LLC
MetLife Investment Fund Services LLC	MetLife Insurance Company of Connecticut
Metropolitan Life Insurance Company	

This Privacy Notice Tells You:

- Why and how we gather information about you
- How we protect what we know about you
- How we use and disclose your information
- What your rights are

Why We Need Information: We need to know about you so that we can provide the insurance and other products and services you've requested. We may also need it to administer your business with us, evaluate claims, process transactions and run our business. And we need information from you and others to help us verify identities in order to help prevent money laundering and terrorism.

What we need to know includes address, age and other basic information. We may also need more information. This may include information about finances, employment, hobbies or business conducted with us, with other MetLife companies (our "affiliates") or with other companies.

How We Get Information: What we know about you we get mostly from you. But we may also have to find out more from other sources to make sure that what we know is correct and complete. Those sources may include adult relatives, employers, consumer reporting agencies and others. Some sources may give us reports and may disclose what they know to others.

How We Protect Information: Because you entrust us with your personal information, we treat what we know about you confidentially. Our employees are told to take care in handling your information. They may get information about you only when there is a good reason to do so. We also take steps to make our computer data bases secure and to safeguard the information we have.

How We Use and Disclose Information: We may use what we know to help us serve you better. We may use it, and disclose it to our affiliates and others, for any purpose allowed by law. Generally, we will disclose only the information we consider reasonably necessary to disclose. For instance, we may use your information, and disclose it to others, in order to:

- Help us evaluate your request for a product or service
- Help us process claims and other transactions
- Confirm or correct what we know about you
- Help us prevent fraud, money laundering, terrorism and other crimes by verifying what we know about you.
- Help us run our business
- Process information for us
- Perform research for us
- Audit our business
- Help us comply with the law

When we disclose information to others to perform business services for us, they are required to take appropriate steps to protect this information. And they may use the information only for the purposes of performing those business services.

Other reasons we may disclose what we know about you include:

- Doing what a court or government agency requires us to do; for example, complying with a search warrant or subpoena;
- Telling another company what we know about you, if we are or may be selling all or any part of our business or merging with another company;
- Giving information to the government so that it can decide whether you may get benefits that it will have to pay for;
- Giving your information to someone who has a legal interest in your insurance, such as someone who lent you money and holds a lien on your policy.

We may use what we know about you in order to offer you our other products and services. We may share your information with other companies to help us. Here are our other rules on using your information to market products and services:

- We will not share information about you with any of our affiliates for use in marketing its products to you, unless we first notify you. You will then have an opportunity to tell us not to share your information by "opting out".
- Before we share what we know about you with another financial services company to offer you products or services through a joint marketing arrangement, we will let you "opt out."
- We will not disclose information to unaffiliated companies for use in selling their products to you, except through such joint marketing arrangements.
- We will not share your health information with any other company, even one of our affiliates, to permit it to market its products and services to you.

How You Can See and Correct Your Information: Generally, we will let you review what we know about you if you ask us in writing. (Because of its legal sensitivity, we will not show you anything that we learned in connection with a claim or lawsuit.) If you tell us that what we know about you is incorrect, we will review it. If we agree with you, we will correct our records. If we do not agree with you, you may tell us in writing, and we will include your statement if we give this information to anyone outside MetLife.

You Can Get Other Material from Us: In addition to any other privacy notice we may give you, we must give you a summary of our privacy policy once each year. You may have other rights under the law. If you want to know more about our privacy policy, please visit our website, www.metlife.com, or write to your MetLife company, c/o MetLife Privacy Office, P. O. Box 489, Warwick, Rhode Island 02887-9954. When writing to us, please identify the specific product or service you have with us.

BUSINESS CONTINUITY PLAN DISCLOSURE*

MetLife, Inc. together with each of its subsidiaries and affiliates, including its broker dealer affiliates (collectively "MetLife"), is committed to safeguarding the interests of our clients and customers in the event of an emergency or significant business disruption ("SBD"). MetLife's comprehensive business continuity strategy is designed to enable MetLife to meet its existing obligations to its clients and customers in the event of an emergency or SBD by safeguarding employees' lives and firm property, making a financial and operational assessment, quickly recovering and resuming operations, protecting all of MetLife's books and records, and allowing customers to transact business.

MetLife has a documented corporate policy requiring each Business Unit to develop a business continuity plan (hereinafter "Business Continuity Plan"). Pursuant to this policy, MetLife's I/T Risk and Business Recovery ("ITRBR") department has the fulltime responsibility of coordinating the development, testing and maintenance of all MetLife Business Continuity Plans. ITRBR also manages contracts with recovery services vendors and is responsible for management reporting on all aspects of continuity. A formal process that includes a continuous review of internal controls enforces the corporate policy on continuity.

Business Continuity Plans have been developed, tested and approved by management for all MetLife business locations, production IT systems and applications. The plans reside in a common, best-of breed database and are routinely updated by business units and ITRBR staff. The database is replicated between two sites that are several hundred miles apart. Business Impact Analyses are used to keep the Business Continuity Plans aligned with business requirements.

Recovery resources are identified in advance and are obtained from several sources. These resources exist either within MetLife's capabilities or are obtained from recovery services vendors under contract.

Local crisis management teams are in place in all MetLife locations. These local crisis teams are charged with recording and managing any potential or actual crisis at the site from the time a situation occurs to the resolution of the incident and resumption of normal business operations.

MetLife's Business Continuity Plans address advance preparations and actions to be taken in response to disruptions of various magnitudes. The Business Continuity Plans address the potential impact of varying levels of disruptions to MetLife employees, equipment, computer and telecommunications systems, and office facilities. While it is impossible to anticipate every type of disruption that could affect MetLife's businesses, examples of the incidents covered by the Business Continuity Plans include, but are not limited to, terrorists attacks, hurricanes, fires, bomb threats, earthquakes, public transportation strikes, IT disruptions, and cyber-threats.

MetLife maintains back-up systems and power supplies that allow critical computer and telecommunications systems and facility functions to be maintained in the event of minor, local disruptions. The duration of the disruption will depend on the nature and extent of the emergency or SBD.

In the event of an SBD, where it is not possible to conduct business from one of MetLife's offices, the company has contracted with a recovery services vendor for use of a remote alternate site equipped with sufficient resources to support critical business operations. Telephone service would be re-routed to this site. MetLife's networks and major business applications are replicated daily in a different geographical location from the company's offices, enabling it to access these systems from the remote site should the local systems become unavailable. As required in the Business Continuity Plans, MetLife is generally prepared to restore critical business functionality at the alternate site no later than 48 hours after declaration of an SBD. Other employees have been designated to work from home during periods of major disruptions.

The MetLife's Business Continuity Plans are reviewed as necessary, and at least annually, to ensure they account for technology, business and regulatory changes, operations, structure or location. The Business Continuity Plans are subject to change, and material changes will be updated promptly on the MetLife public website and all affiliates' websites. You may obtain a current written copy of this notice by contacting a MetLife representative or writing to us at:

MetLife
One MetLife Plaza
Long Island City, New York 11101
Attn: Corporate Ethics and Compliance

*This disclosure is intended to comply with the rules promulgated by the Financial Industry Regulatory Authority (FINRA).