

K# 840229



**MEMBER ACCESS AND COMMUNICATIONS  
AGREEMENT BETWEEN  
METROPOLITAN LIFE INSURANCE COMPANY  
AND  
NEA RHODE ISLAND**

This Agreement is made effective as of January 1, 2007, (the "effective date"), between NEA Rhode Island ("NEA Rhode Island"), a Rhode Island corporation with its principal office at 99 Bald Hill Road, Cranston, Rhode Island 02920, and Metropolitan Life Insurance Company, a stock insurance company, organized under the laws of the State of New York with its principal office at 200 Park Avenue, New York, New York 10166.

WHEREAS, Metropolitan Life Insurance Company, through its MetLife Resources Division ("MetLife") whose associates are registered representatives of MetLife Securities, Inc., an affiliated broker-dealer of MetLife, offers various financial and insurance products and services to schools and hospitals, and non-profit organizations qualified under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended ("Code"); and

WHEREAS, NEA Rhode Island desires that MetLife offer its financial and insurance products and services to its members and their eligible employees, and desires to provide MetLife exclusive/[non-exclusive] access to its members and their eligible employees and to facilitate MetLife's communication with its members and their eligible employees ("Member Access & Communications"); and

WHEREAS, MetLife accepts NEA Rhode Island's offer of Member Access & Communications;

NOW THEREFORE, in consideration of the mutual promises and covenants hereafter contained, the parties hereby agree, as follows:

1. Scope of Agreement. As used in this Agreement, "member" includes the NEA Rhode Island member institutions in good standing.
2. Products Eligible for Member Access & Communications. Subject to any regulatory rules and securities laws, NEA Rhode Island and MetLife shall agree from time to time that certain financial and insurance products and services offered and sold by MetLife are products that may be of interest to eligible employees and eligible for Member Access & Communications ("Eligible Products").

3. Products and Services.
  - A. NEA Rhode Island agrees to provide MetLife access to its members and to facilitate MetLife's communication with such members for the purpose of offering, selling and servicing Eligible Products.
  - B. MetLife hereby commits to provide members with various services including but not limited to, educational seminars concerning Eligible Products to members.
  - C. MetLife will represent to members and their eligible employees through disclosures that investment advice and securities and insurance products are offered by MetLife and/or through one of its qualified and licensed affiliates only, and NEA Rhode Island has not endorsed or recommended any specific financial advice or securities products or insurance products to any member or eligible employees.
  
4. Use of Name and Logos. NEA Rhode Island gives MetLife permission to use its name, logos, and insignias in the marketing of any Eligible Products and for Member Access & Communications. This shall include the permission to use NEA Rhode Island's name as a reference in MetLife's efforts when marketing its services to other organizations. NEA Rhode Island will use MetLife's logo when referring to Eligible Products and in Member Access & Communications.
  
5. Marketing.
  - A. MetLife will be responsible for the planning, development, implementation and performance of all MetLife marketing efforts.
  - B. All marketing material to be used by MetLife shall be reviewed for comment and approval by NEA Rhode Island prior to use. It is the intention of the parties that NEA Rhode Island will review and approve marketing material so it can make a determination regarding the appropriateness of the material for use with its members and eligible employees and such other specified areas of NEA Rhode Island concern, such as the use of NEA Rhode Island name and logo, terms pertaining to and identified with types of categories of NEA Rhode Island membership, and NEA Rhode Island practices and procedures only. To facilitate such review and approval, which shall not be unreasonably withheld or delayed, MetLife will send a copy of any proposed marketing material to NEA Rhode Island. NEA Rhode Island will deliver a response within twenty (20) calendar days of delivery of any such materials. All such marketing material shall be deemed to have been approved if not disapproved by NEA Rhode Island within thirty (30) calendar days after receipt by NEA Rhode Island. If marketing material, in whole or in part, is disapproved, MetLife may not proceed with any marketing using those parts which are not approved.
  - C. All communications mentioning MetLife or an affiliate or a product, whether in writing or by script for verbal communication to be used by NEA Rhode Island shall be reviewed for comment and approval by MetLife with timelines in accordance with the timelines set forth in section B of this section but not to include the deemed approval timeline.

**D. NEA Rhode Island agrees to:**

- host educational information sessions as mutually agreed upon,
- conduct semi-annual marketing and communications strategy meetings
- apprise MetLife of new prospect opportunities
- identify and promote MetLife as a Member Access & Communications Partner or other appropriate name as mutually agreed to between parties hereunder.

**E. MetLife agrees to provide advertising content periodically for the purpose of promoting MetLife products and services in NEA Rhode Island publications, as agreed to by MetLife and NEA Rhode Island.**

**6. Representations, Warranties and Covenants:**

**A. NEA Rhode Island represents, warrants and covenants that it:**

- i. will neither a) recommend any securities or advisory services, nor b) provide investment advice, nor c) describe any Eligible Products, to any members or eligible employees.
- ii. understands that any recommendation of specific securities, or provision of investment advice, by NEA Rhode Island, or any of its representatives, agents or employees to members and eligible employees may trigger registration requirements under applicable state or federal securities laws.
- iii. will include in any marketing materials that it has created for the purpose contemplated hereunder language similar to the following NEA Rhode Island is not a registered broker-dealer, or a registered investment adviser, under federal and state securities laws.
- iv. Will ensure that neither NEA Rhode Island nor any of its representatives, agents or employees will become involved with any financial or investment advisory services offered through MetLife, including the opening, maintenance, administration or closing of any accounts.
- v. Will refer all inquiries of any kind from members and eligible employees with respect to financial services or Eligible Products to MetLife.
- vi. Will not share any compensation received hereunder with any NEA Rhode Island employees, members or eligible employees.
- vii. Will create separate files relative to this Member Access & Communications arrangement and give both MetLife, or its representative or agents, and any regulator that has subject matter jurisdiction over this Agreement, the right to inspect such files to ensure compliance with this

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- Member Access & Communications Agreement and any applicable insurance and securities laws and rules.
- viii. All authorizations and corporate actions required for the lawful execution of this Agreement have been taken.
  - ix. has made its decision to enter into this Agreement (a) in conformance with its own internal criteria for selection of a product provider to which it provides services such as those set forth herein, (b) following such due diligence of MetLife and the Eligible Products as it deemed appropriate, (c) after due consideration of alternatives, and (d) in the best interests of its members and following its conclusion that the Eligible Products to be communicated hereunder best meet the needs of its membership.

**B. MetLife represents, warrants and covenants that:**

- i. MetLife and any of its affiliates performing services under this Agreement will comply with all applicable securities and insurance laws, rules and regulations of any governmental or regulatory body (as may be amended from time to time).
  - ii. MetLife and any of its affiliates performing services hereunder have either obtained or will obtain and shall maintain, in good standing, its membership with the NASD, Inc., as required
  - iii. All authorizations and corporate actions required for the lawful execution of this Agreement have been taken.
7. **Disclosure.** NEA Rhode Island shall make disclosure to NEA Rhode Island members and their eligible employees of this Member Access & Communications Agreement and any compensation paid by MetLife to NEA Rhode Island wherever NEA Rhode Island is showing MetLife's name or logo as a provider of, or distributor of, member benefits. MetLife and its affiliates retain the right to disclose to the members of NEA Rhode Island and any of their employees and participants the Member Access & Communications Agreement and the compensation payable to NEA Rhode Island under this Agreement.
8. **Fee.** MetLife will pay NEA Rhode Island an annual fee each year. The fee for the first year following the effective date of this Agreement shall be \$10,000. The fee for each subsequent year shall be mutually agreed by both parties and shall be set at a mutually agreeable level representing no more than the reasonable value of the Member Access & Communications services to be provided by NEA Rhode Island for the following year.
9. **Term.** This Agreement shall be effective until at least six months following the effective date; thereafter, either party may give written notice to the other that it

wishes to terminate the Agreement. Such written notice will be given no later than ninety (90) days prior to the intended termination date.

10. Effect of Expiration or Termination. Upon the expiration or termination of this Agreement:
- a. MetLife agrees to immediately cease marketing Eligible Products as part of the Member Access & Communications Agreement ;
  - b. MetLife agrees not to use any NEA Rhode Island logos, insignias or name in its marketing materials; and
  - c. MetLife will not reference the Member Access & Communications relationship with NEA Rhode Island in its future marketing efforts.
  - d. The fee payable hereunder will be prorated to the applicable final date of this Agreement.
  - e. Termination of this Agreement shall not prohibit MetLife and its affiliates from servicing the products purchased by, or accounts of, any eligible employees who are customers of MetLife as a result of this Member Access & Communications Agreement, or from selling or marketing products and services to any eligible employees in the normal course of MetLife's business.
11. Performance. Any acts to be performed hereunder shall be done subject to any applicable federal, state and local laws, rules and regulations.
12. Waiver. The failure of either party to strictly enforce any provision of this Agreement shall not operate as a waiver of such provision or release either party from its obligations to perform under this Agreement strictly in accordance with such provision.
13. Assignment. The Agreement shall not be assigned by either party without written consent of the other, except that this Agreement may be assigned by MetLife to any of its affiliates or subsidiaries that are licensed to provide Eligible Products.
14. Copyright and Trademark Symbols. The parties hereto agree not to remove, and shall reproduce and include, all copyright, trademark, and other proprietary rights notices on any marking materials, web sites or documents relating to the Member Access and Communications arrangement received from the other.
15. **Confidentiality Provisions**
- a. **Confidential Information**
- In carrying out the terms of this Agreement, if either party receives or has access to information, processes, documents or other items that are proprietary, nonpublic or are otherwise deemed *Confidential Information* by the party who generated the materials, then this Section 15 shall apply. Confidential Information includes, but is not limited to:
- lists of current clients, former clients, prospective clients, former prospective clients and any membership lists or directories;

- any and all account information relating to clients, including full names, addresses, telephone numbers, personal information; biographical information; financial information, securities holdings, authorizations, types of Accounts held and other related documentation;
- sales and marketing strategies and concepts;
- documents, contracts, sales materials and other written materials or forms;
- service marks, licenses, computer programs, software, hardware or other proprietary intellectual property;
- procedures manuals, policies or agreements; and
- any and all other nonpublic materials, information, data or documents identified as confidential at the time provided to the other party.

**b. Agreement to Maintain Confidentiality**

Each of the parties agrees to maintain the confidentiality of all Confidential Information provided to it or to which such party has access to the full extent recognized and allowable in law. To that end, each of the parties acknowledges and agrees that it shall not disclose any Confidential Information to any third party except as provided in this Agreement. In addition, except as specifically provided in this Agreement, each of the parties agrees that it shall not use any Confidential Information for its own benefit or the benefit of any person other than the other party to this Agreement, unless such information could have been obtained by the party from public sources.

**c. Return of Confidential Information**

On termination of this Agreement or at any earlier time upon the request of the other party, each of the parties agrees to return to the other party, immediately, all Confidential Information held by such party at that time to the extent possible. Excluded from this requirement is all client information or other related information that must be retained by each party or that a party reasonably believes necessary to meet applicable regulatory requirements. Irrespective of this provision, each party agrees to maintain the privacy of all information as required to comply with Regulation S-P, or other applicable state privacy law, as provided elsewhere in this Agreement.

**d. Service Marks and Other Proprietary Items**

It is understood and agreed that the names, trademarks, service marks, trade names, slogans, and/or any other items licensed, registered, filed, copyrighted, patented or otherwise claimed by either of the parties or any of their respective affiliates, are the exclusive property of the party to whom they belong (*Proprietary Items*). Each party understands and agrees that it has not acquired

and will not acquire any right whatsoever to any of such Proprietary Items. Proprietary Items belonging to the other party may be used by a party only during the term of this Agreement and only for purposes of carrying out the parties obligations hereunder. It is understood and agreed that any use of the other party's name, trademarks or other Proprietary Items requires the prior written consent and approval of the other party. Any use of the other party's name, trademarks or other Proprietary Items without the permission of that party shall constitute a material breach of this Agreement. Each party agrees to notify the other party immediately, in writing of any improper or unauthorized use of any Proprietary Items or Confidential Information, which may come to the party's attention during the term of this Agreement. NEA Rhode Island further agrees that NEA Rhode Island shall not use any name, trade name, trademark, or any other designation, or likeness of any of the Peanuts(R) characters, or any other characters licensed by United Feature Syndicate.

16. Entire Understanding. It is expressly understood that this Agreement represents the entire understanding between the parties and supersedes all previous oral and written agreements. The agreement may not be modified except by amendment in writing signed by the parties. No oral agreements or representations shall be binding.
17. Controlling Law. This Agreement shall be governed and interpreted under the laws of the State of New York.
18. Notices. Any notice to be given under this Agreement shall be in writing and shall be given to a party at the following address:

NEA Rhode Island: NEA Rhode Island  
99 Bald Hill Road  
Cranston, Rhode Island 02920

Attention: Walter A. Young  
Business Manger

MetLife: MetLife Resources  
400 Atrium Drive  
Somerset, NJ 08873

Attention: Michelle Pedigo  
National Director, Distribution Partnerships

Copy to: Lewis F. Beers, Esq.  
Law Department  
Metropolitan Life Insurance  
501 Boylston Street  
Boston, MA 02116  
Fax: 617-578-2324

Or to such other address or to the attention of some other individual, which a party may designate in a written notice to the other. All notice shall be effective upon receipt.

IN WITNESS WHEREOF, NEA Rhode Island and MetLife have agreed to be bound by this Agreement and have caused this Agreement to be executed as effective on the date written above.

NEA Rhode Island

By: Walter A. Young, Jr.

Date: 12/13/2006

MetLife

By: Thomas G. Hogan, Jr.  
Thomas G. Hogan, Jr., Senior Vice President, Metropolitan Life Insurance

Date: \_\_\_\_\_