



Purpose of this Document

You, (the "client" or "you") are engaging MetLife Securities, Inc. ("MSI"), a registered investment adviser ("RIA"), to provide fee-based financial planning services to you as described in the MSI Fee-Based Financial Planning Disclosure Statement (the "Disclosure Statement") and MSI Fee-Based Financial Planning Services and Fee Agreement (the "Agreement") (collectively "this Document"). The Disclosure Statement provides general information about MSI and its services and the terms and conditions that apply to the financial planning services offered by MSI. The Disclosure Statement has been prepared to meet the requirements of the Securities and Exchange Commission and is provided to you in lieu of Part II of MSI's Form ADV (SEC Registration # 801-22306). The Agreement is your and MSI's legally binding contract regarding the provision of services described in the Disclosure Statement and also lays out the rights, duties, and obligations of you and MSI under the Agreement.

In addition to the Financial Planning services described herein, MSI also offers clients other advisory services, including free financial planning services that address a limited number of financial issues, financial consulting and planning services limited to a written analysis of a specific, clearly defined financial need or goal*, as well the ability to participate in various investment advisory programs in which clients are offered investment advice, portfolio monitoring, and certain other advisory services, as well as brokerage and certain custodial services for a single "wrap fee." Clients wanting more information about the other advisory programs and services available through MSI, as well as assistance in determining if a program or service may serve their needs and objectives, should ask their Investment Adviser Representative ("IAR"). Information regarding these programs and services is available upon request. **Available through a limited number of MSI Financial Planners.*

MSI Fee-Based Financial Planning Disclosure Statement

I. Financial Planning Services in General

Financial planning is appropriate for clients who wish to establish a direction for their financial lives, coordinate the actions taken across a broad spectrum of financial areas, and then periodically make adjustments to help reach their goals and objectives. A financial plan is generally designed to provide a personalized presentation of a client's current financial situation and alternatives, as well as recommendations based on the outcome of the financial plan.

II. Financial Planning Services Available Through MSI

A. In General

1. Nature of Advisory Services (Financial Planning)

MSI, through its financial planners ("MSI planners" or "planners"), offers a variety of financial planning services, which are geared toward clients with various financial situations. The services provided by MSI may be appropriate for single or married persons, or non-traditional couples who share goals, expenses and income, business owners, or business entities. MSI planners are trained to assist in the development of a financial plan that is appropriate for each client's needs. MSI offers only periodic, generic financial planning advice. The advice is "periodic" in that it is based on a client's financial situation at a given point in time, as represented by the client through the information the client provides to the MSI planner both orally and in writing.

The investment advice provided by MSI planners in a financial plan is "generic" in that it covers only broad categories of securities, insurance, annuities, banking, trust services, and other financial investments, products, and services. MSI planners will not make specific product recommendations or provide analyses of particular securities, annuities, or insurance policies as part of its financial planning services. MSI planners will only make recommendations as to categories of investments or insurance products and may identify product subcategories that are appropriate for the client (e.g., a growth-oriented mutual fund).

Planning for Life



MSI Fee-Based Financial Planning Disclosure Statement & Services and Fee Agreement

In developing financial plans, MSI planners will only utilize software packages and web-based programs that have been reviewed and approved by MSI ("Approved Software"). The output from such Approved Software will contain quantitative analyses which may include automated asset allocation, Monte Carlo simulations, and other related financial calculations. Such analyses will be accompanied by recommendations as described more fully in Section II.B. Different versions of these same software packages and web-based programs may also be utilized by MSI registered representatives ("RRs") on behalf of clients where MSI is not providing investment advice in connection with its financial planning service, but is providing advice solely incidental to the conduct of its business as a broker-dealer and for which it receives no special compensation. Informational reports and forecasting utilizing certain other financial software may be provided to clients without a fee by an MSI RR, an MSI planner or other persons associated with MSI. You acknowledge that any documents created or furnished by MSI or its associated persons under the foregoing circumstances are not considered financial plans, advisory reports or analyses as these terms are used or construed in the Investment Adviser's Act of 1940, as amended.

2. Frequency and Updating of Financial Plans

You will receive a written financial plan in fulfillment of MSI's obligations under the Agreement, unless you or MSI cancel the plan you have contracted to receive under the Agreement prior to delivery of such plan. You and your MSI planner may agree that your situation is appropriate for a plan to be created on an annual basis, but keep in mind that any subsequent plan will be considered to be a new plan and will require a separate agreement.

You may contract to update a previously created MSI financial plan (an "update plan"). An update plan may be delivered via any of the financial plans as described in Section II.B of the Disclosure Statement. Generally, "update plans" are executed in order to illustrate changes in the client's financial situation, changes in the client's financial objectives, or to compare progress made in reaching a client's financial goals. Depending on the client's situation, a major portion of the update plan may be devoted to monitoring client progress toward his/her stated goals. Changes in the client's personal circumstances or goals, as well as changes in the legal, tax or investment environment, are factored into an analysis of any new financial information. Also, if needed, MSI planners will recommend changes in strategies to assist the client in meeting his/her stated financial goals and objectives. To allow MSI to update a previously created MSI financial plan appropriately, you must provide all relevant financial information to the MSI planner. MSI and MSI planners are not responsible for changes in the client's financial situation that are not reported by the client to the MSI planner.

3. Process

The financial planning process typically begins with gathering data from the client. During the data gathering session(s), the MSI planner assembles information regarding the client's assets, liabilities, income, expenses, future plans, risk tolerance and any other relevant information. Through conversation and data gathering, the MSI/NES planner will help the client determine realistic goals, needs and objectives. A preliminary version ("draft plan") of the plan may be provided to you, showing the results of following your current course of action without any changes, and based on the information you and/or your authorized agents supplied to the MSI planner. When provided, the draft plan affords you the opportunity to make any corrections or changes to the plan, including any underlying assumptions and data and to discuss possible strategies for attaining objectives. After any necessary corrections or changes, the final plan is developed and delivered to the client.

MSI planners conclude their role as financial planners for the client as soon as the financial plan is delivered to the client. It is important for clients to review their financial plans at least annually and more frequently in response to any material changes unique to their situation. Such changes may significantly affect the recommendations in their financial plan.

4. Limitations

Neither MSI, nor any of its planners, agents, financial service representatives or employees, are authorized or permitted to provide legal, tax or accounting advice in connection with any services they provide, including financial

Planning for Life

MSI Fee-Based Financial Planning Disclosure Statement & Services and Fee Agreement



planning services. You should consult with your own personal attorneys, accountants, or tax advisors for this advice independently or in conjunction with implementing the plan.

Since your financial plan is written based on data provided by you under the Agreement, the accuracy of any information provided by you is critical to the accuracy, appropriateness, and recommendations provided in the financial plan. MSI planners rely on the completeness and accuracy of this information and will not verify it independently. Neither MSI nor your MSI planner has a duty to update a financial plan or make additional recommendations once the financial plan has been delivered to you. MSI planners expressly disclaim any obligation to suggest future revisions to the plan, monitor implementation of the plan or monitor the financial circumstances of the client.

B. Specific Service Offerings

MSI planners, through MSI's financial planning platform, offer a variety of fee-based financial planning services described below. Issues that may be covered during the financial planning process include financial position, risk management, wealth accumulation, asset allocation, tax planning, business planning, retirement planning, education planning, investment planning, special needs planning, estate planning, among others. Based on the information provided by you or your authorized agent(s), you and your MSI planner will determine which type of fee-based financial plan best suits your individual circumstances and needs. Some MSI financial plans may be limited in availability.

1. ProAdvice Asset Allocation™ Financial Plan

The ProAdvice Asset Allocation™ plan is for clients who choose to limit the scope of their plan to investment portfolio analysis and allocation. This plan is based on a client's long-term objectives and is generally designed for those with an investment horizon of five years or more. Based on information the client provides concerning risk tolerance, time frame for financial goals, portfolio holdings, and investment categories the client wishes to avoid or limit, the plan provides a proposed asset allocation and projections. Actual investment experience will deviate from any forecasted projections included in the plan.

2. ProAdvice Signature® Financial Plan

The ProAdvice Signature® plan provides a summary of the client's current financial status in relation to the achievement of financial goals and objectives. The plan includes an overview of the client's financial profile, a financial analysis, and automated recommendations based on an assessment of the client's current situation and client goals.

3. ProAdvice Select® Financial Plan

The ProAdvice Select® plan provides the same type of analysis as the ProAdvice Signature® plan, but in a different format. The plan includes personalized recommendations based on the assessment of the client's current situation, client goals, and an analysis of those circumstances.



4. ProAdvice Select[®]/Situational Financial Plan

Clients may choose to limit the scope of a ProAdvice Select[®] plan to one or two types of planning issues which may include Investment Planning, Retirement Planning, Retirement Distribution Planning, Estate Planning or other Goal Planning, as described below. A ProAdvice Select[®]/Situational plan provides a presentation of the current financial situation in relation to the areas selected, the client's situation and goals.

5. ProAdvice Master[®] Financial Plan

The ProAdvice Master[®] plan is a cash-flow based financial plan which is designed to provide a detailed and personalized presentation of the client's current financial situation and alternatives, as well as customized recommendations based on the outcome of the plan and the client's stated goals and objectives.

6. ProAdvice Master[®]/Situational Financial Plan

Clients may choose to limit the scope of a ProAdvice Master[®] plan to one or two types of planning issues including Retirement Planning, Investment Planning, Estate Planning, Business Continuity Planning, Employee Benefits Planning, and/or Other Goal Planning. A ProAdvice Master[®]/Situational plan provides a detailed and personalized presentation of the client's current financial situation in relation to the areas selected. This plan includes customized recommendations based on the outcome of the plan and the client's stated goals and objectives.

7. Wealth Management Solutions Financial Plan

(Available in limited locations only). The Wealth Management Solutions plan may be a ProAdvice Master[®] or ProAdvice Master[®]/Situational plan (see descriptions above). In conjunction with the Wealth Management Solutions plan, MSI offers a complimentary web-based service that allows clients to access investment-related information and reports regarding their financial holdings through a "Client Website." The Client Website complements the Wealth Management Solutions financial planning service and both are provided through a third party web-based platform vendor, eMoney Advisor ("eMoney" or "eMoney Advisor"). The Client Website is only available to clients who contract for a Wealth Management Solutions financial plan. The use of the Client Website is subject to the client's acceptance of the Terms of Use that is posted on the Client Website ("Terms of Use"). Each use of your client name and password to log on to the Client Website is evidence of your acceptance of the Terms of Use available on the Client Website. A copy of the Terms of Use is provided for your convenience in Section V of this Agreement. However, only the Terms of Use that is posted on the Client Website is legally binding on you and MSI. The client has the option to decline the use of the Client Website available through the Client Website at any time.

8. Situational Planning Topics

Retirement planning projects the estimated retirement needs and expenses at a specified retirement date. The analysis may be focused on accumulation as well as distribution of retirement assets. The analysis also takes into account the current assets designated toward retirement, estimated social security benefits and other funding sources, such as employer pension plans. Illustrations provide the client with various alternatives available, based upon factors such as different retirement dates, additional or alternative savings and investment strategies, and risk tolerance.

Retirement Distribution Planning focuses solely on the distribution of retirement assets and not on accumulation. The analysis projects the estimated distribution of retirement income for a specific period of time for clients who are at or near retirement. The analysis takes into account the client's current assets designated toward retirement, estimated social security benefits, and other funding sources such as employer pension plans. Illustrations provide the client with various alternatives available, based upon factors such as different retirement dates, additional or alternative savings and investment strategies, and risk tolerance. The Retirement Distribution Plan is available only as a stand-alone Select situational plan, and may not be combined with other situational modules.

Planning for Life

MSI Fee-Based Financial Planning Disclosure Statement & Services and Fee Agreement



Investment planning includes an examination of the client's current financial situation, which may include: net worth, income and expenditures, investment risk tolerance, and risk management analysis. An asset allocation is provided, and other illustrations may provide the client with alternative strategies available based on the client's time horizon and risk tolerance.

Estate planning involves an analysis of a client's goals and objectives for the distribution of his or her property. This analysis includes an examination of the client's current gross estate and the distribution of property based upon the client's current estate plan. Projected estate taxes and related settlement costs based upon various assumptions are considered. The analysis explores alternatives for minimizing settlement costs such as titling assets, using trusts, gifting strategies and charitable planning. Also included in this planning module is an examination of possible funding sources for providing liquidity.

Business Continuity Planning incorporates an analysis of the available methods of transferring ownership and operational control of a closely held business to co-owners and/or heirs based upon various assumptions. This analysis includes an examination of the client's current business situation. Additionally, this analysis explores alternatives to satisfy the client's objectives while minimizing transition costs (e.g., using trusts, gifting strategies, buy-sell agreements) and examines funding sources such as life insurance and other financial vehicles to facilitate the transfer of the business and provide liquidity to meet related estate planning objectives.

Employee Benefits Planning may include an analysis of both nonqualified and qualified (i.e., tax sheltered) retirement benefit plans and other employee benefits (e.g., group insurance policies, bonus plans, split dollar arrangements and similar benefits) for businesses. Nonqualified employee benefits plans include a review of available methods for providing nonqualified retirement, death and/or disability benefits to key employees, based upon various assumptions. This analysis explores alternatives to attract, reward and retain employees for both profit and non-profit entities, consistent with the client's objectives. Additionally, qualified employee benefits plans provide an analysis of the available tax sheltered pension and profit sharing plans and/or other tax sheltered retirement arrangements available under current tax law. This analysis examines available options based upon factors such as corporate demographics (e.g., number, ages and compensation levels of employees) and the client's objectives. Finally, both nonqualified and qualified employee benefits plans examine funding sources such as life insurance and investment products, for the purpose of providing benefits to employees. This plan does not provide a specific analysis of, or, advice on, the underlying investments held within qualified plans.

Other Goal Planning includes a review of the capital required to meet a specified goal (e.g. education, major purchase) and analyzes current assets designated for the specified goal. Alternate strategies may be illustrated, based on the client's time horizon, funding options and risk tolerance.

C. Fees and Charges

Financial plan fees depend upon a variety of factors, including the complexity of a client's individual financial circumstances and stated objectives, estimated time to complete the plan, regional fee differences and the fee range established by the individual MSI planners for their clients (based in part on the Planner's experience). Fees charged by an MSI planner for the services described in this Agreement may vary by client within the fee ranges set forth below and could result in your MSI planner charging other clients a lower fee for comparable services. In addition, your MSI planner may offer other financial planning services for no fee. **Please Note:** Clients should also be aware other MSI planners may provide comparable fee-based services for a lower fee than those available from your MSI planner. In addition, other investment advisers may provide comparable services at no cost or for a lower fee than those available through MSI.

Clients who contract for any ProAdvice Plans under this Agreement may either pay a flat fee or be charged hourly for their financial planning services subject to mutual agreement between the planner and the client, within the fee ranges specified below. Clients who contract for a Wealth Management Solutions Financial Plan may pay only a flat fee that is



within the range specified below. If paying a flat fee, generally a minimum of 50% of the agreed upon fee is due at the time the Agreement is signed. Any remaining balance is due upon delivery of the completed financial plan.

If the planner uses the hourly billing method, the hourly rate to be used and estimated hours are specified on the signature page of the Agreement. Planners may establish their hourly billing rate at a specified hourly fee between \$100 and \$400 per hour, billable in increments of 15 minutes. The number of hours billed, which must be documented on the "Billing Worksheet," must be at or above the minimum number of hours required to be billed for that service (See below for the minimum number of hours that must be billed for each service). The planner may elect to collect a portion of the hourly fees up front. If a deposit is collected, it must not be less than \$100. If no deposit is collected, the entire amount billed as evidenced on the *Billing Worksheet*, must be collected upon delivery of the completed financial plan.

If a client is a member of a group of ten (10) or more persons whose group has signed a Financial Planning Confirmation of Services or Corporate Client agreement with MSI, the financial plan fee may be reduced, a deposit is optional and the balance of the fee may be paid after the delivery of the financial plan.

1. ProAdvice Asset Allocation™ Financial Plan

The flat fee range for this service is \$200 to \$1,000. If hourly fees are assessed, the minimum number of hours that must be billed to the client is two (2), with the total fee due not to exceed \$1,000.

2. ProAdvice Signature® Financial Plan

The flat fee range for this service is \$300 to \$3,500. If hourly fees are assessed, the minimum number of hours that must be billed to the client is three (3), with the total fee due not to exceed \$3,500.

3. ProAdvice Select® Financial Plan

The flat fee range for this service is \$400 to \$5,000. If hourly fees are assessed, the minimum number of hours that must be billed to the client is four (4) hours, with the total fee due not to exceed \$5,000.

4. ProAdvice Select®/Situational Financial Plan

The flat fee range for this service is \$200 to \$2,000. If hourly fees are assessed, the minimum number of hours that must be billed to the client is two (2), with the total fee due not to exceed \$2,000.

5. ProAdvice Master® Financial Plan

The flat fee range for this service is \$1,000 to \$20,000, although in unique circumstances and with pre-approval, fees may range to \$50,000. If hourly fees are assessed, the minimum number of hours that must be billed to the client is ten (10), with the total fee due not to exceed \$20,000, although in unique circumstances and with pre-approval by MSI, fees may range to \$50,000.

6. ProAdvice Master®/Situational Financial Plan

The flat fee range for this service is \$1,000 to \$20,000, although in unique circumstances and with pre-approval, fees may range to \$50,000. If hourly fees are assessed, the minimum number of hours that must be billed to the client is ten (10), with the total fee due not to exceed \$20,000, although in unique circumstances and with pre-approval by MSI, fees may range to \$50,000.

7. Wealth Management Solutions Financial Plan

The fee for a Wealth Management Solutions financial plan ranges from \$1,000 to \$20,000, although in unique circumstances and with pre-approval by MSI, fees may range to \$50,000. The hourly fee option is not available for the Wealth Management Solutions financial plan.

Update Plan Fees are based on the fee ranges set forth above since update plans are treated as new plans for the purpose of fee calculation. Planners provide clients with "update plans" through contracting to provide one of the



financial plans described in Section II.B. (Please note: A new version of the Agreement will need to be executed for each subsequent plan.)

Rerun Charges may be incurred in cases where a plan is still in progress, but must be rerun because you have provided significant new or updated data, or your circumstances change substantially before the final plan is delivered. The MSI planner will discuss this possibility with you prior to incorporating any changes and assessing the Rerun Charge. If the client chooses to not pay a Rerun Charge, the client should be aware that the new data or changes in circumstances will not be considered by the MSI planner when drafting the final plan and may impact the validity of the recommendations provided in the financial plan.

Financial Education Seminar Fees may be charged, but only to the extent that the costs of holding such seminar are recouped. MSI planners may provide financial education seminars, which are designed to inform participants about various financial planning topics.

There is no charge for an insurance review and analysis.

Associated Finders' Fees: An IAR of MSI, who is not otherwise a financial planner, may refer a prospective financial planning client to an approved MSI planner in return for a portion of the fee that you pay for your financial plan, to a maximum of 90% of the fee. In this capacity, the IAR is acting as an "associated finder." If an associated finder is to be paid any compensation for a plan referral, this compensation must be disclosed to the client. The client will not be charged any additional fees or expenses as a result of the referral arrangement.

D. Cancellation of a Plan

You have the right to cancel the services for which you have contracted under the Agreement and receive a full refund of any fee paid by giving written notice to MSI or its representative anytime prior to the date on which you sign the Delivery Acknowledgement form and accept delivery of the financial plan. At MSI's discretion and at your request, you may receive a full refund of any fee paid after the date on which you sign the Delivery Acknowledgement form and accept delivery of the financial plan.

MSI or the MSI planner may cancel the services contracted for under the Agreement for any reason at any time by providing written notice to the client. In such an instance, the client may be entitled to a full refund of any fees paid under the Agreement subject to the conditions described above. In addition, to the extent no deposit of a portion of the fee was required, MSI or the MSI planner may cancel the services contracted for under the Agreement if the plan is not delivered within 160 days from the date on the Agreement.

To the extent a deposit has been provided by the client, MSI may refund any fees paid if the financial plan is not delivered within 160 days from the date such deposit was provided by the client. (*Note:* if the deposit was made via check, the relevant date is the date on the check and if the deposit was made by credit card, the relevant date is the date the client signed the fee agreement.)

E. Implementation of a Plan

You may choose to implement your financial plan through MSI or any other financial institution of your choice. If the client desires, a financial service associate (who may be your Financial Planner), who is an RR of either MSI or one of its affiliates, or who may be an insurance agent of Metropolitan Life Insurance Company and/or other affiliated or unaffiliated insurance companies, acting in a sales capacity, may recommend specific investment, risk, protection and other financial products through which the financial plan can be implemented. These recommendations may include products issued or distributed by MSI and its affiliates. The client is under no obligation to purchase any products or additional services from, or through, MSI or its affiliates. If the client desires to purchase such products or services from, or through, MSI, or any of its affiliates, this may result in the payment of additional compensation to the agent, RR, MSI and its affiliates, and may require the completion and execution of separate applications and agreements.



III. Entities and Personnel that Provide Financial Planning Services

A. MetLife Affiliates and Associated Persons

1. MetLife Securities, Inc.

MetLife Securities, Inc. (MSI) is a Delaware corporation and is registered as an investment adviser with the U.S. Securities and Exchange Commission (SEC) and appropriate state securities authorities. Its principal place of business is 200 Park Ave., New York, NY 10166. MSI is a wholly owned subsidiary of Metropolitan Life Insurance Company (MetLife). MSI is also registered as a broker-dealer ("BD") in various states. MSI in its capacity as a broker-dealer and an investment adviser is registered with and regulated by the SEC, other agencies of the United States of America, as well as applicable states. MSI is not registered as a broker-dealer or investment adviser outside of the US. Therefore, MSI and its investment adviser representatives and financial planners are not authorized to provide advisory services to persons located outside of the US.

2. MetLife Securities Inc., Corporate Oversight

Plan reviews and reviewers. MSI's corporate home office reviews most ProAdvice Master[®], ProAdvice Master[®] Situational, ProAdvice Select[®], ProAdvice Select[®] Situational, ProAdvice Asset Allocation[™] and Wealth Management Solutions financial plans prior to delivery to the client. MSI's corporate home office also reviews a percentage of ProAdvice Signature[®] financial plans after delivery to the client. Reviewers are in a designated unit which is responsible for verifying plan accuracy and sound quality of advice based on the client data presented to them for review. Reviewers have been trained in preparing and reviewing plans. Most reviewers have at least 3 years of experience and at least one of the following designations or degrees (CFP[®], ChFC, CLU, J.D., MBA, CPA, or CFA).

Frequency of reviews. Most plans are reviewed as completed. A percentage of all plans, generally 10%, are reviewed post-delivery on a quarterly basis. A percentage of plans are also reviewed quarterly to verify that the fee charged was appropriate based on the type of plan, the client's financial situation, and other relevant factors.

Number of reviewers, titles and functions. There are 6-10 reviewers with the title of "Case Consultant" or "Senior Case Consultant". The primary difference is that Senior Case Consultants generally have more experience and have earned at least one of the designations or degrees listed above. Case Consultants prepare plans, review plans, and provide training on fee based financial planning software and quality of advice standards. All plans completed by MSI planners are emailed to a central home office mailbox, or mailed, at which time they are reviewed.

Number of financial plans reviewed. Each Case Consultant reviews between 1-10 plans per week depending on the complexity and volume of plans

3. MetLife Securities, Inc. Corporate Financial Planning Personnel

Sandra ("Sandy") Kapell, Senior Vice President, is responsible for the Practice Development Group, which includes Advanced Markets, Financial Planning and the Field Development Group. Sandy joined MetLife in January 2004 as Vice President of Human Resources. She also worked in the Business Planning and Administration area, and most recently, until October 2008, was the head of the Field Development Group. Prior to joining MetLife, Sandy was the Chief Operating Officer of a broker-dealer, Westport Resources Investment Services, from September of 2000 to December 2003. Prior to rejoining the workforce in 2000, Sandy was raising a family. Sandy was born in 1964, and has a BA from the University of Washington (1987) and an MA from Columbia University (1994). She holds the Series 7 and 63.

Daniel Flynn is Vice President of Practice Management for MSI/NES, and is responsible for the Financial Planning Department, as well as representative recruiting and development. He has been with MetLife since 2000. Prior to assuming his current role, Mr. Flynn was with the MetLife Securities Inc. Broker-Dealer, where he was most recently



the national Sales Director. He was previously employed with Montauk Financial from 1996-2000 and Morgan Stanley (previously Dean Witter) from 1993-1996. Mr. Flynn was born in 1970. He received his Bachelor of Science from LaSalle University in 1993. He holds a Series 7, 24 and 66.

Walter Kasper is Director of Operations, Advisory Services and Software Support for MSI/NES where he is responsible for development of financial planning software solutions as well as Enterprise Financial Planning Operations, where he oversees the financial planning administrative function. Prior to his current role, Mr. Kasper was Senior Client Reporting Consultant at MetLife Securities, Inc. for technology related client solutions from July 2003 to March 2005. He previously worked at Prudential Securities in Manhattan, NY from 1995 to July 2003, where he managed the marketing group for cash management services. He earned a Bachelor's degree in Psychology at State University of New York in Stony Brook in 1994. He holds a Series 7. Mr. Kasper was born in 1972.

Marcia L. Wooley, CFP® is Director of Advisory Services/Financial Planning where she is responsible for partnering with senior field leadership, local field management, law and compliance to build and maintain financial planning competency. Prior to her current role, Ms. Wooley was a Senior Case Consultant/Manager of the Case Consulting Unit (CCU) for MetLife. Ms. Wooley earned her Bachelor of Interior Design from Texas Tech University located in Lubbock, Texas in 1995, and a Bachelor of Science in Family Financial Planning from Texas Tech University, located in Lubbock, Texas in 1997. She holds a Series 65 and a Series 7. Ms. Wooley was born in 1972.

Howard K. Welsh, CFP® is Director of Case Consulting Unit/Financial Planning where he is responsible for managing the Case Consulting Unit (CCU) and for implementing the quality of advice standards for the enterprise financial planning program as well as the development and training of the CCU staff. Prior to his current role, Mr. Welsh was a Senior Case Consultant/Manager of the CCU for MetLife. Mr. Welsh earned his Bachelor of Arts from Ithaca College located in Ithica, New York in 1986. He holds a Series 65 and a Series 7. Mr. Welsh was born in 1964.

4. MetLife Securities, Inc., Field Personnel

MSI planners are both registered representatives ("RRs") and investment adviser representatives ("IARs") of MSI, and may also be appointed as insurance agents of Metropolitan Life Insurance Company and/or other affiliated or unaffiliated insurance companies. Certain MSI planners may have outside business activities, which could represent a conflict of interest. Any such conflict will be disclosed to the client by the MSI planner. All financial planning services are offered by the planner in his or her capacity as an IAR. Generally, MSI planners have attended training courses where they have learned how to provide professional financial planning services, including the use of software packages and web based programs to create financial plans. MSI planners may work with a client's other professionals to help in the preparation of a financial plan, but only with the client's authorization.

When implementing a client's financial plan in a sales capacity, MSI financial services representatives are acting as MSI RRs and any advice regarding specific investment products is solely incidental to the activities performed on behalf of the broker-dealer and does not constitute investment advice as defined under the Investment Advisor's Act of 1940, as amended.

If you contract to receive a Wealth Management Solutions Financial Plan and elect to use the Client Website, you may create an ongoing relationship with MSI, the nature of which will depend on the scope of the additional services that are provided. MSI and the MSI planner's obligations to the client are complete with respect to the financial plan once the MSI planner has delivered and explained the financial plan to the client. Other reports may be available to the client through the Client Website or provided by the MSI planner, and the provision of such reports is at the sole discretion of the planner. Please note that such additional information should not be construed as updated financial planning advice nor an updated financial plan with respect to the delivered financial plan, and is not intended to create any obligation of MSI or the MSI planner to provide the client with ongoing investment advice, including advice regarding the delivered financial plan. See Frequency and Updating of Financial Plans in Section II.A.2 for additional information.

Planning for Life

MSI Fee-Based Financial Planning Disclosure Statement & Services and Fee Agreement



The MSI planner may also act as an RR and may provide reports that are solely incidental to the RR's conduct as a broker-dealer representative. Therefore, a financial service associate may act in different capacities throughout the relationship with the client, and should disclose the role in which the financial service associate is acting. At any point in time, the client should ask for clarification of the financial service associate's role.

Please see Section II.E, Implementation, of this Disclosure Statement for additional details.

MSI, IARs, agents, employees and RRs are prohibited from taking custody of a client's money or assets, and are generally not permitted to have a general power of attorney over any client money or other assets. RRs and IARs of MSI cannot assume discretionary authority over the investments of any client without specific written consent from the client.

B. Third Parties

The content and services made available through the Client Website, as defined in Section V hereunder, when a Wealth Management Solutions Financial Plan is contracted, are provided for the client's convenience through arrangements with unaffiliated third party vendors and their service providers, such as eMoney Advisor and CashEdge, Inc. ("CashEdge") (collectively the "Providers"). eMoney Advisor is an unaffiliated third party web-enabled application provider, with whom MSI has contracted in order to enhance the financial planning services that MSI offers to clients with a Wealth Management Solutions Financial Plan. The Providers and MSI are not affiliated and are not partners or joint venturers, as those terms are legally understood. Furthermore, the Providers are not registered investment advisers and do not provide investment-related advice.

IV. MSI Business Practices

A. Confidentiality

MSI treats the information gathered during the financial planning process as strictly confidential and any such information will only be used in conformity with the terms and conditions set forth in the Privacy Notice. Information will be used only for business purposes related to the relationship the client has with MSI. The information obtained will not be disclosed to any unaffiliated third party unless such information is required by law or regulatory process, as authorized by the client in writing, or is otherwise disclosed in the Privacy Notice.

B. Code of Ethics

To help prevent conflicts of interest, MetLife Securities Inc. has adopted an Investment Adviser Code of Ethics (the "Code") pursuant to Rule 204A-1 under the Investment Advisers Act of 1940, as amended. As a general summary, the Code, among other things, requires persons with access to advisory client information to observe guidelines regarding fiduciary responsibilities, periodically report certain personal securities holdings and transactions, periodically certify that they understand their obligations under the Code and the firm's Investment Adviser Compliance Manual and observe restrictions in the giving and receipt of gifts. Some of these persons who are authorized to provide specific advisory services are required to move certain of their personal securities accounts and other accounts under their control or beneficial ownership to a brokerage account at MSI or its affiliates, and to observe blackout restrictions and other limitations with respect to those accounts. A copy of the Code will be made available to all clients and prospective clients upon request to their MSI planner or by writing to the following address: MetLife, One MetLife Plaza, Long Island City, New York 11101, Attn: Corporate Ethics and Compliance.

C. Business Continuity Plan

To help safeguard the interests of its clients and customers in the event of an emergency or significant business disruption (an "SBD"), MetLife, Inc. together with each of its subsidiaries and affiliates, including MSI (collectively "MetLife") has implemented a business continuity plan pursuant to NASD Rule 3510. As a general summary, MetLife's comprehensive business continuity strategy is designed to enable MetLife to meet its existing obligations to its clients

Planning for Life



MSI Fee-Based Financial Planning Disclosure Statement & Services and Fee Agreement

and customers in the event of a 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. In the event that MetLife determines that a specific affiliated company is unable to continue business, MetLife will assure customers prompt access to their funds. A MetLife customer or client may obtain a current written copy of a notice regarding MetLife's comprehensive business continuity policy by contacting a MetLife representative or writing to the following address: MetLife, One MetLife Plaza, Long Island City, New York 11101, Attn: Corporate Ethics and Compliance.

D. Proxy Voting

Unless otherwise explicitly assumed by MSI in a separate written agreement with the client, MSI and MSI planners shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by or for a client. The client expressly retains the authority and responsibility for the voting of any proxies. MSI and MSI planners are expressly precluded from taking any action or rendering any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by or for a client. The named fiduciary of a client subject to ERISA expressly retains the authority and responsibility for the voting of any such proxies.

E. ERISA Plan and IRA Assets

The client understands and acknowledges that financial services representatives of MSI, or MSI's affiliates, are not and will not become fiduciaries as defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Internal Revenue Code of 1986, as amended ("The Code"), and the financial services representatives of MSI or MSI's affiliates will not provide investment advice as defined under ERISA and the Code, and accompanying regulations. The client further understands and acknowledges that any conversations with the financial services associates of MSI, or MSI's affiliates, will not serve as the primary basis for the client's investment decisions.

IRS Circular 230 Notice: The information contained in an MSI financial plan is not intended to (and cannot) be used by anyone to avoid IRS penalties. An MSI financial plan may support the promotion and marketing of insurance and/or financial products. You should seek tax advice based on your particular circumstances from an independent tax advisor.

V. Wealth Management Solutions Client Website Terms of Use

This section is provided for your reference only. The current version of this Terms of Use is available on, and will govern your use of, the Client Website. All references in this Document to the Client Website apply only when a Wealth Management Solutions Financial Plan is contracted. Please be aware of the following information with regard to specific features available through the Client Website:

A. Securities and Investment Strategies

The Client Website may contain information about specific securities and investment strategies, including research reports and market commentary prepared by the Providers. None of this information is personalized, and the availability of this information does not constitute a recommendation or investment advice to the client regarding any particular security or investment strategy discussed therein.

B. eVault Feature

The Client Website contains an "eVault" feature that allows clients to electronically store images of financial-related and other documents. This feature is provided solely as a convenience to the client under arrangements with the Providers. The electronic images of any documents stored in the eVault are not intended to replace the client's documents, and clients should continue to retain all documents stored in the eVault in their original form. The client understands that MSI or the Providers may, from time to time, unilaterally impose limits on the number or size of electronic documents that may be stored through the eVault feature. Each client is currently permitted to store up to 10 mega bytes of



information on the Client Website. If this limit is exceeded, MSI reserves the right to charge an annual fee of up to \$5 per each additional mega byte.

Neither MSI nor the Providers represent or warrant that the Client Website or the eVault feature will always be available, that access will be uninterrupted or that there will be no delays, failures, errors or loss of information, including information stored in the eVault. The client agrees that any electronic images of documents stored through the eVault feature are stored at the client's sole risk and responsibility. The eVault feature is not a substitute for the client's careful original record storage and is provided for the client only as a convenience to gain easy access to images of documents. Upon termination of the client's access to the Client Website, MSI, the planner and the Providers will have no obligation to maintain the electronic images of documents stored in the eVault on the client's behalf or to forward any of this data to the client or to any third party.

With respect to images of legal or tax documents stored through the eVault feature, the client should consult with the client's personal attorneys or accountants, as applicable, regarding the contents of these documents. MSI, the planner and Providers (or any of their affiliates, agents, registered representatives, or employees) do not provide legal, tax, or accounting advice.

C. Account Aggregation Service

Electronic account aggregation services, or "Connections" as referred to in the Client Website, for products not offered through MSI or one of its affiliates are provided for the client's convenience under an arrangement that eMoney has with its service provider, CashEdge, which is responsible for electronic account aggregation services but is not involved in the products and financial services offered through MSI. As an additional service to the client, MSI may automatically offer electronic account aggregation services through MetLife's Investment Tracker[®] system for most of the products that the client may have purchased from MSI or one of its affiliates. If the client does not want the automatic Investment Tracker[®] electronic account aggregation service, they should inform the planner.

The client may sign up for the CashEdge account aggregation service through the Client Website. The client will provide CashEdge with account registration information (generally a user name and PIN or password) for accounts owned at various financial institutions that allow clients to access their account information by these means. CashEdge will access the information relating to accounts held at various institutions on the client's behalf and provide the values on the client's Website. Information for any account is as of the most recent successfully completed refresh available for that account and may not be accurate. Neither MSI nor the planner will verify this data and are not responsible for the accuracy of this information, including valuation information.

The information made available through the Client Website is not an official account statement. Clients should not rely on this aggregated account information when making financial decisions, but should refer directly to the financial institution at which the accounts are held, in order to obtain the most accurate and up to date information. The Providers are solely responsible for the services they provide and may have their own privacy and data security policies as well as their own terms of use (collectively "Provider Access Policies") that users are required to review prior to using their services. By using the Providers' services on, or accessed through, the Client Website, clients acknowledge that they have reviewed the Provider Access Policies, if any, and represent that they understand and agree to abide by the Provider Access Policies. Although MSI believes that the services offered by the Providers are commercially acceptable, MSI does not warrant or guarantee the Providers' services in any way whatsoever. Clients have the option to decline the use of the Client Website or any services or features available therein.

Please note that data from some financial service firms will not translate electronically through the CashEdge system, and the planner, or the planner's employees ("Office Personnel") may, but are not obligated to, make manual entries of the client's specific account information on the client's behalf into the Client Website for purposes of providing the client with the convenience of accessing that account information through the Client Website. Upon receipt of supporting documentation, planners or Office Personnel may undertake to manually enter a client's account information, and the supporting documentation will then be scanned into the eVault for the client's review. Clients should check their records



carefully when supplying information to the planner for manual account aggregation purposes. MSI will not verify and is not responsible for the accuracy of this information (in particular, valuations and the ability to sell such assets or obtain the stated values on sale.)

MSI, MSI planners, and Office Personnel cannot guarantee the accuracy of any data manually entered into the Client Website. Accordingly, MSI, planners and Office Personnel are not responsible or liable for any errors or delays related to any manually entered account information, updates or any information or actions the client takes in reliance on any account aggregation services, or for damages or costs arising out of or in connection with the client's use of these services. Clients understand that they are responsible for verifying all manually entered account information entered on their behalf on the Client Website against the original document. Any errors discovered by the client should be reported to the planner within 5 business days of any manually entered account information becoming available on the Client Website, or the client consents and accepts that all manually entered account information as accurate and planner may rely on all manually entered account information on the Client Website to provide client with the services referenced in this Disclosure Statement.

D. Access to the Client Website

The Client Website is provided for the client's personal use only. Unless specifically authorized by MSI in writing, the Client Website may only be used by clients who reside in the United States. Access to the Website will be granted to a client once the Agreement has been signed and at least 50% of the fee has been remitted. The client will be provided with a Client Website username and a password ("Login Information") once access is approved. Clients may not access the Client Website either at a location where its access is prohibited by local laws, or in a foreign jurisdiction.

Wealth Management Solutions is a web-based application that is available via the Internet. The client is responsible for having any necessary hardware, software or other technology needed to access the Client Website, including a printer or other device to download and save any information that the client may wish to retain. MSI, MSI planners, and the Providers will not be responsible for any results of the client's failure to possess technology adequate to use the Client Website to the client's satisfaction. The client further agrees that the client will be responsible for all expenses (such as online service provider and telephone charges) that may be incurred as a result of using the Client Website.

E. Use of Client Website Information

With the exception of information the client owns and provides for storage in the eVault, the client is permitted to store, display, analyze, modify, reformat and print the information made available via the Client Website only for the client's own use. The client agrees not to publish, transmit or otherwise reproduce this information, in whole or in part, in any format to any third party, unless required by law or regulation, without MSI's prior written consent. The client further agrees not to alter, obscure or remove any copyright, trademark or any other notices provided in connection with the information.

MSI reserves the right, at any time, and from time to time, to add, modify or remove any of the information or features made available through the Client Website without prior notice to the client. The terms that govern your use of the Client Website are not intended and will not transfer or grant any rights in or to the information other than those that are specifically described herein, and all rights not expressly granted herein are reserved by MSI or the Providers from whom MSI obtained the information.

F. Termination of Access to the Client Website

The client's access to the Client Website may terminate because of one of the following reasons: (a) Contractual obligations or changes between MSI and the Providers, (b) when the client terminates the Agreement or Website Agreement, (c) if the client fails to timely remit payment for any fees charged under the Agreement, or (d) at the client's or planner's discretion at any time. The client will generally be provided with access to the Client Website for at least 12 months from the date on which the Agreement was signed, unless one of the foregoing conditions for termination occurs.



MSI Fee-Based Financial Planning Disclosure Statement & Services and Fee Agreement

MSI reserves the right in our sole discretion to terminate or suspend the client's access to the Client Website or any portion of it, without notice, for any reason. Usually, MSI will provide thirty (30) days notice of any terminations to the Client Website.

If the client terminates the Agreement, the client may instead choose to contract for access to a separate non-investment advisory website ("Client Service Tool"), in which case no financial plan is delivered and no investment advisory reports or forward-looking data appear on the Client Service Tool. Access to the Client Service Tool will require the execution of a separate agreement, which details the terms and conditions for using that particular website. If the client terminates the Agreement and opts not to contract for the Client Service Tool, access to any of the Provider services through the Client Website will be terminated immediately.

G. No Reliance on Prices or Values Appearing on the Client Website

Unless otherwise stated in writing, price quotes for securities made available to the client through the Client Website are indicative or for informational purposes only. Quotes might not reflect the actual prices that would be available in the market at the time that the client may want to purchase or sell a particular security or financial instrument. The client agrees that MSI or the Providers may obtain or derive values from third party pricing services. MSI and the Providers do not verify the values obtained from these pricing services and, therefore, cannot guarantee that they are accurate.

H. Client Website Security and Confidentiality

The client agrees to take all necessary actions to preserve the confidentiality of the Client Website Login Information assigned, in order to prevent others from using Login Information. The client agrees to notify MSI immediately if the client knows or suspects that the confidentiality of Login Information has been compromised. Notwithstanding the Privacy Notice attached hereto, the client understands that certain Office Personnel, including the planner(s), will have access to all of the information stored in or made available through the Client Website, including personally identifiable information, in order to process any information that the client has provided, to process transactions and instructions, or to service client account(s) or relationship(s) with MSI under the Agreement. The client consents to MSI's disclosing the client's information to the planner(s) and Office Personnel who have a valid business reason to access client information on the Client Website in order to fulfill MSI's and the planner's obligations hereunder.

MSI and the Providers will each take the necessary security precautions that each believes are commercially reasonable to protect the confidentiality of information that each makes available to the client over the Internet. The client acknowledges, however, that the Internet is not a secure network and that MSI and the Providers specifically disclaim all liability for interception or access of communications transmitted over the Internet by unauthorized or unintended third parties. Due to security risks, clients should not send any personal information, such as account numbers, Passwords or social security numbers via Internet e-mail.

I. Client's Representations and Warranties, and Indemnification Governing the Use of the Website

The client represents and warrants that: (i) the client will not use the Client Website in violation of the terms set forth herein and any applicable rules and regulations; (ii) the client will use the services made available through the Client Website only for the client's own benefit and not on behalf of any other party; (iii) the client represents that the client has all legal rights and authority to access, use, and/or copy information that the client will either access via the Client Website or store in the eVault feature of the Client Website; (iv) with the exception of web browser software and other applications approved by MSI, the client agrees not to use (or allow another person to use) any software, program, application, aggregation service or other device, directly or indirectly, to access or obtain information through the Client Website or to automate the process of accessing or obtaining such information; and (v) any information that the client provides to MSI, planners and Office Personnel is and will be accurate and complete. Additionally, by using the eVault, the client understands and represents that the client will not place any inappropriate materials, as reasonably determined solely by MSI, in the eVault. All inappropriate materials will be removed by MSI without liability to MSI and without prior notice to the client. The client agrees to indemnify, defend and hold MSI, the Providers, planners, Office Personnel, and MSI affiliates and each of their respective officers, directors, employees and agents harmless, from and against any and



all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, and costs (including attorneys' fees), arising out of or in any way related to the client's violation of the terms set forth herein or the rights of any Provider or other third party. This indemnification provision will survive the termination of the Agreement and Website Agreement.

J. No Warranties and Limitation of Liability Governing the Use of the Client Website

THE CLIENT WEBSITE AND ANY INFORMATION, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND MSI AND THE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE CLIENT AGREES THAT MSI AND THE PROVIDERS WILL HAVE NO LIABILITY, CONTINGENT OR OTHERWISE: (A) FOR ANY DECISION MADE OR ACTION TAKEN BY THE CLIENT IN RELIANCE ON THE CLIENT WEBSITE OR ANY INFORMATION, PRODUCTS AND SERVICES OBTAINED THROUGH THE CLIENT WEBSITE; (B) FOR THE ACCURACY, COMPLETENESS, QUALITY, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE WEBSITE AND ITS CONTENTS, INCLUDING HYPERLINKS; (C) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY BE INCURRED OR EXPERIENCED ON ACCOUNT OF THE CLIENT'S USE OR ATTEMPTED USE OF THE CLIENT WEBSITE EVEN IF MSI OR ONE OF THE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (D) FOR ANY FAILURE TO INFORM THE CLIENT OF DIFFICULTIES (INCLUDING SYSTEMS DELAYS) EXPERIENCED BY MSI OR ANY OF THE PROVIDERS WITH RESPECT TO THE USE OF THE CLIENT WEBSITE; (E) TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY INFORMATION MADE AVAILABLE VIA THE CLIENT WEBSITE; (F) FOR THE FAILURE OF ANY CONNECTION TO THE CLIENT WEBSITE TO PROVIDE OR MAINTAIN THE CLIENT'S ACCESS TO THE CLIENT WEBSITE, OR FOR ANY INTERRUPTION OR DISRUPTION OF SUCH ACCESS, FOR ANY DELAYS, FAILURES, ERRORS, LOSS OF INFORMATION (INCLUDING INFORMATION STORED VIA THE EVAULT FEATURE) OR ANY ERRONEOUS COMMUNICATIONS BETWEEN EITHER MSI OR THE PROVIDERS AND THE CLIENT, REGARDLESS OF WHETHER THE CONNECTION OR COMMUNICATION SERVICE IS PROVIDED BY MSI OR ONE OF THE PROVIDERS; OR (G) FOR ANY CONDITIONS BEYOND MSI'S OR THE PROVIDER'S CONTROL.

THE CLIENT FURTHER AGREES THAT THE TOTAL CUMULATIVE LIABILITY OF MSI OR THE PROVIDERS ARISING OUT OF OR IN ANY WAY RELATED TO THE WEBSITE OR THE INFORMATION, PRODUCTS AND SERVICES OBTAINED THROUGH THE CLIENT WEBSITE WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO MSI WITHIN THE PRIOR TWELVE (12) MONTH PERIOD FOR THE FINANCIAL PLANNING SERVICES UNDER THE AGREEMENT.



MSI Fee-Based Financial Planning Services and Fee Agreement

I. In General

This Fee-Based Financial Planning Services and Fee Agreement (the "Agreement") specifies the terms and conditions under which MetLife Securities, Inc. ("MSI") will provide Fee-Based Financial Planning Services to you, (the "client" or "you"), as such services are described in the preceding MSI Financial Planning Disclosure Statement (the "Disclosure Statement").

You acknowledge you have read, understand, and agree to be bound to the terms of this Agreement, as well as those of the Disclosure Statement, which are incorporated by reference into this Agreement.

A. Right of Assignment

MSI may not assign this Agreement without your written consent. You may not assign this Agreement.

B. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between you and MSI. It may be amended only by a written agreement signed by you and MSI. If any provision of this agreement is found to be in conflict with any applicable law, rule, or regulation, that provision will be enforced to the maximum extent allowable or made to conform. However, the remainder of this agreement will remain in full force and effect.

C. Notices

All notices under this Agreement shall be in writing.

D. Limitation on Liability

MSI will perform the services described in this Agreement in good faith and in accordance with applicable law. MSI will seek both to perform its services under this Agreement in a professional and timely manner and to correct any errors clients call to MSI's attention. However, except for gross negligence, willful malfeasance, or bad faith, neither MSI nor any affiliate will be held liable for any action performed or omitted, or for errors of judgment made within the scope of the performance of such services. MSI is not responsible, however, for errors resulting from incomplete or inaccurate data you provide to MSI or the planner, or for any indirect, special, punitive, or consequential damages resulting from the implementation of the client's plan. You understand that all investments, including insurance products, involve risk (the amount of which may vary significantly), that performance can never be predicted or guaranteed, and that the value of your portfolios and investments will fluctuate due to market conditions and other factors.

Federal and state securities laws impose liabilities under certain circumstances on persons even when they act in good faith, and nothing contained in this Agreement shall constitute a waiver or limitation of rights that the client may have under federal or state securities laws.

E. Governing law

This Agreement shall be governed and construed in accordance with the laws of the State of New York, except with respect to conflict of laws provisions. This includes any laws that govern the statute of limitation for any claims that may be brought under, or any controversies that may arise from, or in connection with, this Agreement. This section shall survive the termination of this Agreement.

F. Consent to Jurisdiction and Forum Selection

You and MSI submit to the jurisdiction of any state or federal court sitting in New York, NY, in any action or proceeding arising out of or in relation to this Agreement, and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. You and MSI also agree not to bring any action or proceeding arising out or in relation to this agreement in any other court. You and MSI waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waive any bond, surety, or other security that might be required of any other

Planning for Life



MSI Fee-Based Financial Planning Disclosure Statement & Services and Fee Agreement

Party with respect thereto. You and MSI agree that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

G. Termination of this Agreement

This Agreement will terminate upon cancellation of the services contracted for as outlined in Section II.D (Cancellation of a Plan) or upon delivery of the final plan to you as described in Section II.A.3 (Process). In the event of termination, the following sections of the agreement shall survive and remain in full force and effect: Section I.D of the Agreement (Limitation on Liability) and Section I.F of the Agreement (Consent to Jurisdiction and Forum Selection).



MSI Fee-Based Financial Planning Disclosure Statement & Services and Fee Agreement

MSI Financial Planning Privacy Notice

This Privacy Notice is given to you on behalf of MetLife Securities, Inc

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 or business conducted with us, with other MetLife companies (our "affiliates") or with other companies. Our affiliates currently include life, car and home insurers, securities firms, other broker-dealers, a bank, a legal plans company and financial advisors.

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 databases 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 comply with the law
- Help us run our business
- Process information for us
- Perform research for us
- Audit our business

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 assets, such as someone who lent you money and holds a lien on your assets.

How we use and disclose information depends on the products and services you have with us or are covered under. It also depends on laws that apply to those products and services. Unless restricted by law, we may use what we know about you 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:

Planning for Life



MSI Fee-Based Financial Planning Disclosure Statement & Services and Fee Agreement

- 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.

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 - Inst, P.O. Box 489, Warwick, RI 02887-9954. When writing to us, please identify the specific product or service you have with us.



Planning for Life

MSI Fee-Based Financial Planning Services and Fee Agreement

CLIENT INFORMATION SECTION:

Client Name:	DOB:	SSN or Tax Payer ID: (Required)	-	-
Street:	City:	State/Zip:		
Bus. Phone: ()	Home Phone: ()			

Client #2 Name:	DOB:	SSN or Tax Payer ID: (Required)	-	-
Street:	City:	State/Zip:		
Bus. Phone: ()	Home Phone: ()			

CLIENT PROFILE SECTION:

Net Worth (Assets less Liabilities): \$ _____

Estimated Years Until Desired Retirement: _____

PLAN INFORMATION SECTION:

Is this an Update Plan? Yes No

- ProAdvice Asset Allocation™
- ProAdvice Signature®
- ProAdvice Select®
- ProAdvice Select® Situational
 - Retirement
 - Investment
 - Retirement Distribution Planning*
 - Estate
 - Other Goal Planning – define below

HOURLY BILLING AVAILABLE

- ProAdvice Master® Plan
- ProAdvice Master® Situational Plan
 - Retirement
 - Investment
 - Estate
 - Business Continuity
 - Employee Benefits
 - Other Goal Planning – define below

HOURLY BILLING AVAILABLE

Wealth Management Solutions

- Master Plan
- Master Situational Plan
 - Retirement
 - Investment
 - Estate
 - Business Continuity
 - Employee Benefits
 - Other Goal Planning – define below

HOURLY BILLING **NOT** AVAILABLE

*The Retirement Distribution Plan is available only as a stand-alone situational plan and may not be combined with other situational modules.

BILLING SECTION:

Flat Fees

Fee¹ _____

Less Group Discount (20%)² _____

Amount Paid (generally 50%) _____

Balance Due _____

Hourly Fees

Payment in full must be remitted upon delivery of plan.

Hourly Billing Rate _____

Estimated Total Hours to Completion: _____

Total Estimated Fee¹ _____

Less Group Discount (20%)² _____

Amount Paid³ _____

Balance Due _____

¹If fee is \$10,000 or over submit a completed Elements of Complexity Form.

²Group Discounts of 20% are only available for groups of 10 or more individuals whose employer has signed a Confirmation of Services Agreement.

³If optional deposit for Hourly Fees is collected, it must be at least \$100.

This Agreement between you and MSI is effective when you sign this Agreement. By signing below, you acknowledge receiving a copy of the Financial Planning Privacy Notice. Furthermore, you agree to pay in full any Flat Fee or Hourly Fee balance due noted above upon delivery of your financial plan. Checks should be made payable to MetLife Securities, Inc. (MSI).

Client #1: Signature		Date:
Client #2 : Signature		Date:

Planning for Life



MSI Fee-Based Financial Planning Services and Fee Agreement

CORPORATE PAYMENT SECTION:

If Corporation is paying for an individual employee plan (listed as client in Client Information Section), please complete the following section. A separate fee agreement must be submitted for each PLAN contracted. Individual client name(s) must be entered in Client Information Section (on previous page).

Corporation/Company Name:		Tax ID: (Required)	
Officer of Corp./Co. Name:		Officer Signature:	
Address:		City:	State/Zip:
Bus. Telephone: ()		Bus. Fax: ()	

CREDIT CARD PAYMENT:

This section must be completed if the client chooses to pay for financial planning services by CREDIT CARD:

Select type of Credit Card:	CARD NUMBER:	CODE NUMBER:	Expiration Date:
<input type="checkbox"/> Visa			
<input type="checkbox"/> Master Card			Month/Year

Name (as it appears on credit card) PLEASE PRINT CLEARLY:

Billing Address (if different from listed address):

Street:

City:	State:	Zip:
Amount Charged (required)		Date:
Representing:		
_____ Initial deposit of 50 % of the total fee	Final payment of _____ % of the total fee	_____ Total Fee

I understand that my credit card will be charged for the amount noted above when my financial planner submits this form, along with any other required documents, for processing. In the event that the credit card company listed above does not authorize this charge, I agree to provide an alternate means of payment immediately upon request from my financial planner or MSI. I further understand that MetLife Securities, Inc.'s responsibility is limited to the processing of fees associated with my financial plan and that my credit card information will not be used for any other purpose.

Client Signature:	Date:

Corporate Copy

Mail original fee agreement to Financial Planning Operations, 300 Davidson Avenue, Floor 1G, Somerset, NJ 08873
MetLife Securities, Inc. 1095 Avenue of the Americas, New York, NY 10036

Planning for Life



MSI Fee-Based Financial Planning Services and Fee Agreement

PLANNER INFORMATION SECTION:

Planner #1 Name (PLEASE PRINT):		If split plan, indicate Plan Count*: _____ Plan Fee %**: _____
Agency #:	DAI	
Planner Signature:		
Authorized Representative of MetLife Securities, Inc.		

* Combined plan count for all ProAdvice Asset Allocation and Signature plans only for all planners must equal one.

** Generally multiples of 5. Sum must equal 100%.

Planner #1 is the lead planner on this case. List all additional planners and finder(s) (if applicable) below.

Planner #2 Name (PLEASE PRINT):		If split plan, indicate Plan Count*: _____ Plan Fee %**: _____
Agency #:	DAI	
Planner Signature:		
Authorized Representative of MetLife Securities, Inc.		

* Combined plan count for all ProAdvice Asset Allocation and Signature plans only for all planners must equal one.

** Generally multiples of 5. Sum must equal 100%.

Planner #3 Name (PLEASE PRINT):		If split plan, indicate Plan Count*: _____ Plan Fee %**: _____
Agency #:	DAI	
Planner Signature:		
Authorized Representative of MetLife Securities, Inc.		

* Combined plan count for all ProAdvice Asset Allocation and Signature plans only for all planners must equal one.

** Generally multiples of 5. Sum must equal 100%.

Planner #4 Name (PLEASE PRINT):		If split plan, indicate Plan Count*: _____ Plan Fee %**: _____
Agency #:	DAI	
Planner Signature:		
Authorized Representative of MetLife Securities, Inc.		

* Combined plan count for all ProAdvice Asset Allocation and Signature plans only for all planners must equal one.

** Generally multiples of 5. Sum must equal 100%.

If any compensation from plan is paid to an Associated Finder, the following section must be completed:

Finder Name #1 (If applicable):		Finder Signature:
Plan Fee % (cannot exceed 50% without approval from Enterprise Financial Planning):		DAI

Finder Name #2 (If applicable):		Finder Signature:
Plan Fee % (cannot exceed 50% without approval from Enterprise Financial Planning %):		DAI

Finder Name #3 (If applicable):		Finder Signature:
Plan Fee % (cannot exceed 50% without approval from Enterprise Financial Planning):		DAI

Finder Name #4 (If applicable):		Finder Signature:
Plan Fee % (cannot exceed 50% without approval from Enterprise Financial Planning):		DAI



Planning for Life

MSI Fee-Based Financial Planning Services and Fee Agreement

GROUP DISCOUNTS:

MetLife Advice Client? Yes _____ No _____	If not a MetLife Advice Client, confirm authorization was obtained from the MLA Resource Center below.
Employer/Group Name: (PLEASE PRINT)	MLA Resource Center Authorization: Yes _____ No _____
Is Group Discount being applied? Yes _____ No _____	If so, has the COS form been submitted? Yes _____ No _____

SOFTWARE SECTION: Choose one

ProAdvice Asset Allocation™ (authorized planners only)	ProAdvice Master® or ProAdvice Master® Situational
<input type="checkbox"/> SunGard <input type="checkbox"/> NaviPlan	<input type="checkbox"/> Profiles <input type="checkbox"/> NaviPlan <input type="checkbox"/> eMoney
ProAdvice Signature®	Wealth Management Solutions (authorized planners only)
<input type="checkbox"/> NaviPlan <input type="checkbox"/> ProAdvice Select® or ProAdvice Select® Situational	<input type="checkbox"/> eMoney
<input type="checkbox"/> Profiles <input type="checkbox"/> NaviPlan	

retirewise® SECTION:

retirewise® (RSG) Client? Yes _____ No _____	Employer/Group Name:
	(PLEASE PRINT)

MANAGEMENT APPROVAL SECTION

By signing below, the Managing Director or designee (e.g., FPS) acknowledges that he/she has reviewed this Agreement for appropriateness of the fee charged and the level of planning services being provided, as well as verifying that any Finder is properly licensed (IAR) and if the client is an agent, representative, or employee of MetLife or any of its affiliates. If the FPS is acting as a planner for his/her own client, the Managing Director must approve and sign below.

Please confirm the following:

Client is an agent, representative, or employee of MetLife or any affiliate? Yes _____ No _____

Managing Director or Designee Name (PLEASE PRINT):		Agency #:
Managing Director or Designee Signature:	(REQUIRED)	Date:

Corporate Copy

Mail original fee agreement to Financial Planning Operations, 300 Davidson Avenue, Floor 1G, Somerset, NJ 08873
MetLife Securities, Inc., 1095 Avenue of the Americas, New York, NY 10036