

SETTLEMENT AGREEMENT, WAIVER, AND GENERAL RELEASE

This Agreement sets forth the entire agreement and understanding that has been reached relative to your (Daniel Scholten) dispute regarding your employment with and the termination of your employment by MetLife Group, Inc. ("MetLife").

WHEREAS, a dispute exists between the parties arising out of or generally relating to your employment with and the termination of your employment by MetLife, which resulted in your filing of Charges of Discrimination with the Equal Employment Opportunity Commission ("EEOC"), Charge Nos. 433-2017-00734 and 433-2017-02048 (the "Charges");

WHEREAS, MetLife denies all of your allegations and claims made in the Charges;

WHEREAS, you and MetLife wish to avoid further litigation and the associated legal costs and expenses; and

WHEREAS, you and MetLife desire, without any concession or admission of unlawful conduct, liability, fault, or wrongdoing by MetLife, to effect a full, complete, final, and binding settlement and compromise of all claims that you may have against MetLife from the beginning of time through the date of entry of this Agreement, with prejudice.

NOW, THEREFORE, in consideration of the mutual covenants and promises each party has made to the other as set forth in this Agreement, you and MetLife agree as follows:

1. **You knowingly and voluntarily release the Company (as defined below) from all claims that you might have against the Company.** Specifically, as a material inducement to MetLife to enter into this Agreement, you agree for yourself and your relatives, heirs, executors, administrators, successors, and assigns that you hereby fully and forever release and discharge MetLife, its past, present, and future parents, subsidiaries, affiliates, and agents and its past, present, and future directors, officers, employees, agents, representatives, employee benefit plans, and funds, and the fiduciaries thereof, successors, and assigns of each (collectively, "the Company") from any and all claims, actions, liability, damages, back pay, front pay, attorneys' fees, costs, and rights of any and every kind or nature that you ever had, now have, or may have, whether known or unknown, against the Company arising out of any act, omission, transaction, or occurrence, up to and including the date you execute this Agreement, including, but not limited to: (i) any claim arising out of or related to your employment by and affiliation with the Company or the discontinuance thereof, including any claims asserted in or that could have been asserted against the Company in the Charges; (ii) any claim of employment discrimination, harassment, or retaliation under, or any alleged violation of, any federal, state, or local law, rule, regulation, executive order, or ordinance, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Employee Retirement Income Security Act of 1974 ("ERISA"); the Family and Medical Leave Act of 1993 ("FMLA"); 42 U.S.C. Sections 1981-1988; the Equal Pay Act of 1963; the Worker Adjustment and Retraining Notification (WARN) Act of 1988; the Immigration Reform and Control Act of 1986; the Uniformed Services Employment and Reemployment Rights Act of 1994; Executive Order 11246; Section 503 of the Rehabilitation Act of 1973; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; the Sarbanes-Oxley Act of 2002; Sections 748(h)(i), 922(h)(i), and 1057 of the Dodd-Frank Wall Street and Consumer Protection Act of 2009; the False Claims Act of 1863; the Age Discrimination in Employment Act of 1967; and the Older Workers Benefit Protection Act of 1990; all as amended; (iii) any alleged violations of any duty or other employment-related obligation or other obligations arising out of contract, tort, libel or slander, defamation, public policy, law, or equity, or allegations of wrongful or retaliatory discharge, or of whistleblower retaliation; (iv) any expectation, anticipation, right, or claim to incentive compensation under any Company incentive compensation plan, including, but not limited to, the MetLife Annual Variable Incentive Plan; (v) any claim for benefit plan accruals based upon the payments enumerated in this Agreement or compensation, whether classified as back pay, front pay, or any other compensation paid by MetLife or awarded post-termination, including, but not limited to, compensation awarded by a regulatory body, arbitration panel, or

court of competent jurisdiction; and, (vi) any claim for any enhancement or differential calculation over and above the benefit vested or otherwise payable to you under the standard terms of the MetLife Options or Choices Plan, the MetLife Retirement Plan for U.S. Employees, the Auxiliary Pension Plan, the MetLife Savings and Investment Plan, or any other MetLife benefit plan.

This Agreement does not affect any rights or benefits that vested or were otherwise payable to you prior to your execution of this Agreement under any employee benefit plans governed by ERISA. Your rights to any ERISA plan benefits, including deferred compensation benefits, are governed exclusively by the terms of the respective plan documents that provide those benefits. Any capitalized terms not defined in this Agreement are defined in the Summary Plan Descriptions or official plan documents of the applicable plan.

Nothing in this Agreement shall be deemed a waiver of claims for unemployment compensation benefits, worker's compensation benefits, claims for breach of this Agreement, claims that arise after you sign this Agreement, and/or any claims or rights that cannot be waived by law.

Nothing in this Section 1 shall prohibit you from making any disclosure to or cooperating with the United States Securities and Exchange Commission ("SEC") pursuant to Section 21F(b) of the Securities and Exchange Act of 1934, as amended, or receiving an award from the SEC in connection therewith.

2. You also agree not to sue the Company in any forum for any claim covered by the release in Section 1. You further agree not to participate in any class or collective action against the Company for any claim covered by the release in Section 1. If you violate this Agreement by suing the Company, you shall be liable to the Company for its reasonable attorneys' fees and other litigation costs incurred in defending against such a lawsuit. Alternatively, if you sue the Company, you may be required, at the Company's option, to return all but One Hundred Dollars and No Cents (\$100.00) of the consideration paid to you pursuant to this Agreement.

3. In consideration for the release set forth in Section 1 of this Agreement and the other promises and terms contained in this Agreement, MetLife agrees to pay you the sum of Thirty-Seven Thousand dollars and zero cents (\$37,000.00) as follows:

- (a) MetLife shall pay you the gross amount of \$35,000.00 (Thirty-Five Thousand dollars and zero cents) less applicable deductions, including, but not limited to, all applicable federal, state, and local tax withholding, for your alleged lost wages. This amount will be taxable and reported on the Form W-2 issued for the tax year in which the payment is made.
- (b) MetLife shall pay the amount of \$2,000.00 (Two Thousand dollars and zero cents) to your attorney, [REDACTED] as payment for your attorneys' fees. This amount shall be reported on Form 1099s to you and [REDACTED] for the tax year in which the payment is made.
- (c) MetLife expects to make these payments within thirty (30) days of the Effective Date of this Agreement.

You acknowledge that any payments provided for herein exceed what you would otherwise be entitled to under any policy, plan, and/or procedure or any agreement with the Company, and that they represent full and complete consideration for the release you are giving the Company in this Agreement.

Subject to MetLife's obligations to withhold and pay the employer portion of payroll taxes to the applicable taxing authorities with respect to amounts payable under this Section, you agree that you shall be responsible for the employee portion of all federal, state, and local tax liabilities that may result from the settlement and MetLife shall bear no responsibility for any such tax liabilities. You also agree to indemnify and hold harmless MetLife for the employee portion of any possible federal, state or local tax liabilities resulting from such payments and reimburse MetLife for any taxes, interest and/or penalties assessed against MetLife for such payments.

4. You also agree that the Company does not admit any allegations made against it in any claims, charges, complaints, actions, causes of action, grievances, controversies, disputes, or demands, including the Charges. You also agree that nothing contained in this Agreement, nor any of the acts taken thereunder, shall be deemed or construed as an admission of liability of any violation of any applicable law, statute, ordinance, order, regulation, or constitution of any kind.

5. You also agree to relinquish any and all rights to reemployment or reinstatement with MetLife and to never seek or apply for rehire or employment in any capacity or position with MetLife and its current and future related organizations, companies, divisions, subsidiaries, affiliates, and parents, either directly, through a temporary agency, or by any other method.

6. By executing this Agreement, you acknowledge that you accurately reported to the Company the daily or weekly hours you worked for the Company to the extent you were asked to do so, that the Company paid you all the salary and wages it owed you (including any overtime compensation or incentive compensation), that you were provided with any and all leaves of absences (including those under the FMLA or other law) that you requested and to which you were entitled, and that you had the opportunity prior to signing this Agreement to raise to the Company any concerns or complaints about these or any other matters regarding your employment and affiliation with the Company and did so.

7. You agree that: (i) the terms of this Agreement; (ii) any claims that were raised or could have been raised in any action as of the date you execute this Agreement; (iii) the facts underlying those claims; and, (iv) all confidential and/or proprietary matters you worked on during your employment and affiliation with the Company shall not be disclosed to any third parties by you, your agents, attorneys, or representatives, except as provided below:

- (a) Neither this Section 7 nor any other provision of this Agreement prohibit or restrict you or your attorney from providing information or testimony to, otherwise assisting or participating in an investigation or proceeding with or brought by, or filing a charge or complaint with any government agency, law enforcement organization, legislative body, regulatory organization, or self-regulatory organization ("SRO"), including, but not limited to, the SEC, Financial Industry Regulatory Authority ("FINRA"), Commodity Futures Trading Commission ("CFTC"), Department of Justice ("DOJ"), Internal Revenue Service ("IRS"), Department of Labor ("DOL"), National Labor Relations Board ("NLRB"), and EEOC, or as required by court order or subpoena, or as may be necessary for the prosecution of claims relating to the performance or enforcement of this Agreement, or from providing any other disclosure required by law. However, by executing this Agreement you waive all rights to recover any compensation, damages, or other relief in connection with any such investigation, proceeding, charge, or complaint, except that you do not waive any right you may have to receive a monetary award from the SEC as a whistleblower pursuant to the bounty provision under Section 922(a)-(g) of the Dodd-Frank Wall Street and Consumer Protection Act of 2009, as amended, or directly from any other federal, state, or local agency pursuant to a similar program. The investigations and proceedings referenced in this Section 7(a) include, but are not limited to, those relating to an alleged violation of the Sarbanes-Oxley Act of 2002, as amended; any federal, state, or local law relating to fraud; or any rule or regulation of the SEC, FINRA, CFTC, the New York Stock Exchange, or of any other regulatory organization or SRO.
- (b) You are not prohibited from disclosing this Agreement to your spouse, civil union or domestic partner, attorney, accountant, or tax or financial advisor, provided that such individuals are advised that they may not disclose this Agreement and have agreed to be bound by the same restrictions against disclosure that apply to you.
- (c) You are not prohibited from providing a prospective employer with information concerning your former job title, salary, job responsibilities, and qualifications.

The Company may disclose this Agreement, including, but not limited to, disclosure to the SEC, when required by court order or subpoena, as otherwise required by law, or otherwise as it determines in its discretion.

8. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect and shall not impair the enforceability of any other provision of this Agreement, except that if Section 1 is held to be illegal, void, or unenforceable, whether in whole or in part, this Agreement shall be voidable by MetLife.

9. You acknowledge that MetLife has advised you in writing that you have a reasonable period of time in which to review this Agreement and fully consider its terms prior to signing it and that you should consult with legal counsel prior to signing this Agreement, and that you consulted with your attorney, [REDACTED] You fully understand the significance of all of the terms and conditions of this Agreement. You are signing this Agreement voluntarily and of your own free will and agree to abide by all the terms and conditions contained herein. You may accept this Agreement by fully executing it and returning it to MetLife. In the event that you do not accept this Agreement as set forth above, this Agreement, including, but not limited to, the obligation of MetLife to make any payments and/or provide any benefit eligibilities and/or Eligibility Enhancements pursuant to Section 3, shall automatically be null and void.

10. You affirm that this Agreement has been executed voluntarily by you, and may not be changed except in a writing that specifically references this Agreement and that is signed by you and an officer of MetLife. This Agreement constitutes the full understanding between us, provided, however, that the Agreement to Protect Corporate Property into which you entered during your employment, and any other agreement containing post-employment obligations that you may have executed, will remain in full force and effect. You affirm that no other promises, representations, or agreements of any kind have been made to you by any person or entity whatsoever to cause you to sign this Agreement, and that you fully understand the meaning and intent of this Agreement.

11. Except for providing information or testimony to, otherwise assisting or participating in an investigation or proceeding with or brought by, or filing a charge or complaint with any government agency, law enforcement organization, legislative body, regulatory organization, or SRO including, but not limited to, the SEC, FINRA, CFTC, DOJ, IRS, DOL, NLRB, and EEOC, or as required by subpoena or court order, or as may be necessary for the prosecution of claims relating to the performance or enforcement of this Agreement, or as otherwise required by law, you agree not to make any negative or disparaging comments about the Company.

12. New York state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles, unless prohibited by law. Any dispute arising under or in connection with this Agreement or related to any matter that is the subject of this Agreement shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in New York, NY, unless prohibited by law.

_____ Daniel Scholten _____ Date

STATE OF _____)
):
COUNTY OF _____)

On this _____ day of _____, _____, before me personally came _____, to me known and known to me to be the person described in and who

executed this Settlement Agreement, Waiver, and General Release, and (s)he duly acknowledged to me that (s)he executed the same.

Notary Public
Notary Public Commission Expiration Date:

On behalf of MetLife Group, Inc.

Robert Fratangelo
Senior Vice President
MetLife Group, Inc.