



Genworth
P.O. Box 40008
Lynchburg, VA 24506

Producer Agreement

from Genworth Life and Annuity Insurance Company,
Genworth Life Insurance Company and
Genworth Life Insurance Company of New York

IMPORTANT: This is a contract. It includes important and legally binding language that affects your relationship with the Genworth Financial, Inc. family of companies. Read this contract carefully.

This Producer Agreement ("Agreement") is between the Genworth Financial, Inc. insurance companies signing this Agreement on page 11 (each individually, "Company" and, collectively with Company Affiliates, "We", "Us", or "Our") and the insurance producer or Entity signing this Agreement ("You", "Your", or "Yourself"). Collectively You and We are the "Parties."

****Your signature on the Producer Information and Appointment Form ("PIF") constitutes Your signature on this Agreement.****

This Agreement is effective on the day We sign it ("Effective Date"). Both Parties shall comply with the terms of this Agreement, which hereby includes and incorporates addendums (including the Multipurpose Confidentiality Addendum and Producer Conduct Rule, "Multipurpose Addendum"), amendments, and Sales Compensation Plans. This Agreement replaces all earlier producer agreements for individual (non-group) Products between You and Us, whether verbal or written.

ARTICLE 1. DEFINITIONS

1.1. Definitions. In this Agreement, the following definitions apply.

"Affiliate" means an Entity (1) controlled by a Person, or (2) controlling or under direct or indirect common control with a Person. An Entity is an Affiliate only while that control exists.

"Applicable Law" includes laws, codes, legislative acts, court decisions, judicial orders, rules, administrative codes, regulations, and Regulator interpretations thereof, as applicable.

"Company Rules" means rules that We publish on our Genworth Pro website for Producer or that We or Your General Agent may send to you, including the Producer Compliance Manual, guidelines, procedures, policies, bulletins, and standards related to one or more of the following: underwriting, Product issuance requirements, complaints, policy service, claims, reinstatements, data security, market conduct, anti-money laundering, ethical practices, commission payments, and other subjects.

"Entity" includes a corporation, association, partnership, limited liability company, limited liability partnership, or other business entity.

"General Agent" means a Person contracted with Us as a general agent and through whom You submit business to Us. General Agents include one or more of the following: brokerage general agents, producer marketing groups, independent marketing organizations, and similar Persons.

"License" means a document issued by a Regulator authorizing a Person to act as an insurance producer.

"Materials" means physical or digital materials that We provide, including forms, marketing materials, literature, quoting tools, papers, and books.

"Person" includes both a natural person and an Entity.

"Producer" means You and Producer Personnel.

"Producer Personnel" means one or more of the following as applicable: Your employees, Your Affiliates, Your subsidiaries, employees of Your Affiliates, employees of Your subsidiaries, or insurance producers acting on Your behalf.

"Producer Compliance Manual" means Company's document that contains compliance guidelines that outline the current compliance policies for Producers selling Company's Products.

“**Product**” includes insurance or annuity policies, contracts, certificates, riders, and endorsements offered by the Company.

“**Records**” means physical or digital records made or received for legal or operational purposes relating to Your business.

“**Regulator**” means a state or federal governmental or quasi-governmental regulatory body or a self-regulatory organization, including a state or federal insurance regulator or a state or federal securities regulator.

“**Sales Compensation Plan**” means the document(s) assigned to you and provided by Company or your General Agent, as amended and published from time to time by the Company, which describe(s):

- (1) Products that Producers may sell;
- (2) payment of commissions, including penalties and chargebacks;
- (3) special commission rules We publish about one or more of the following: special class extra premiums, waived premiums, commuted premiums, advance premiums, premium refunds, conversions, replacements, reinstatements, and other special situations.

“**Training Requirement**” means training that Applicable Laws, Company Rules, or Regulators require before Producer may sell, solicit, or negotiate Products, or provide services on Our behalf.

1.2. Construction

(a) Any reference to “consent” or “approval” means prior written consent that the consenting party may withhold in its sole discretion.

(b) Any reference to “notice” or “notify” means prior written notice. Unless a notice provision includes a reference to Section 13.7, notice may be given by email, fax, U.S. mail, or another method.

(c) “Include” and words of similar connotation mean “include, without limitation.”

ARTICLE 2. ENTITIES

If You are an Entity:

(a) The individual signing this Agreement represents that he or she has authority to: (1) sign on behalf of the Entity, and (2) bind the Entity, jointly and severally, as well as the principals of the Entity; and

(b) You shall give Us notice at least 30 days before You make any change in Your management or ownership, or both.

ARTICLE 3. YOUR REPRESENTATIONS

You shall notify Us within ten business days after a change in a representation in this Article 3.

3.1. Information on the PIF You completed as part of this Agreement is accurate.

3.2. You do now comply with and will continue to comply with Applicable Laws and Company Rules.

3.3. You do now have and will continue to have Licenses and appointments required by Applicable Law.

3.4. You do now comply with and will continue to comply with privacy and data security Applicable Laws and with the Multipurpose Addendum.

3.5. Other than as previously disclosed in writing to Us, You have not been convicted of either (1) a criminal felony involving dishonesty or a breach of trust, or (2) an offense under 18 United States Code §1033 or similar state law.

ARTICLE 4. COMPENSATION

4.1. Right to Change Compensation. We may unilaterally, in Our sole discretion, amend Company Rules related to commissions, Sales Compensation Plans, and incentive compensation programs. Changes will be prospective beginning on the effective date of the changes.

4.2. Compensation Rules.

(a) We will pay commissions according to Company Rules. However, we will pay commissions only after the later of: (1) the due date of the premium; (2) Our receipt of the premium, in collected funds; and (3) any free look period.

(b) We will not pay commissions:

- (1) on premium increases resulting from a rate action;
- (2) for waived premiums or refunded premiums;
- (3) on Products after You ask to be removed as agent of record on that Product; or
- (4) for the sale of Products in a state if, and during the period when, You do not have a License or appointment as required by Applicable Law or You do not satisfy a Training Requirement.

(c) We will pay commissions for the sale of Products. We will pay those commissions to Your General Agent, to You, or to both You and Your General Agent as directed in writing by Your General Agent and according to this agreement and an applicable Sales Compensation Plan. If Your General Agent directs Us to pay commissions to a Person other than You, You hereby release Us from all obligations for payment of commissions to You. If no General Agent, We will pay commissions for the sale of Products to You.

(d) We may set, in the appropriate Sales Compensation Plan or in Company Rules, a minimum threshold that We will pay for a certain period. For example, We may set a threshold of \$250, or another amount We choose. If Your commissions are less than that amount, We may hold Your commissions, without interest, until the next regularly scheduled payment date when the amount of commissions then due to You is more than the threshold amount.

4.3. Conditional Vesting. Commissions are vested subject to Company Rules, to the applicable Sales Compensation Plan, and to the following conditions:

(a) If this Agreement terminates under Section 11.2(2), We will pay no commissions that become due after termination, unless We agree otherwise before the termination.

(b) If this Agreement terminates under Section 11.3, We will pay no commissions that become due after termination.

4.4. Charges and Payments

(a) If We inadvertently pay commissions to which Producer is not entitled, You shall promptly return those commissions to Us. Those commissions will be deemed an amount You owe to Us.

(b) You shall promptly return to Us commissions paid to Producer on a Product that, during the first policy or contract year (1) is surrendered or (2) is otherwise canceled. Such commissions will be deemed an amount You owe to Us.

(c) In addition to all other legal remedies, We may offset commissions payable to You to repay one or more amounts Producer owes to Us. You hereby grant to Us a first security interest in all commissions due to You as security for payment of those amounts.

(d) We may, without first exhausting Our remedies at law, recover from You from unpaid commissions, amounts that (1) We paid on Producer's behalf, (2) We charged to Producer under Company Rules, or (3) Producer otherwise owes to Us. You hereby grant to Us a first security interest in all commissions due to You as security for payment of those amounts.

(e) You shall return to Us all overpayments of commissions to Producer caused by (1) a decrease in premium, or (2) accounting, bookkeeping, billing, or premium payment errors.

4.5. Your Payments at Termination. When this Agreement terminates, You shall promptly pay all amounts Producer owes Us, including chargebacks payable and due to Us. Repayment is required even for chargebacks made on or after termination of this Agreement.

4.6. Payment at Death of Individual. If You are not an Entity, We will pay commissions then due to You at the time of Your death. Thereafter, We will pay, to a beneficiary You name in a manner acceptable to Us, commissions that become due. If You do not name a beneficiary in a manner acceptable to Us, We will pay commissions to Your estate.

4.7. Payment by Electronic Sources.

(a) We may require that You accept payment by electronic funds transfer or by another method.

(b) If We make a payment to You by an electronic source (including electronic funds transfer or other virtual payment types), You authorize Us to deposit (credit) payments to Your account.

4.8. Disclosure. You shall comply with Applicable Laws that require that You disclose commissions to a consumer.

4.9. Statements of Commissions. Except for clerical errors or undisclosed material facts, a statement of commissions that We provide to You will be deemed to be accurate unless You object to it within sixty (60) days after You received the compensation statement. Unless You make such an objection, payment based on a statement of commissions will constitute full satisfaction of commissions due You.

ARTICLE 5. YOUR AUTHORITY

5.1. Solicit Applications. You may sell, solicit, and negotiate, on a non-exclusive basis, Products listed on Sales Compensation Plans designated for You by Your General Agent or by Company. You will not submit an application for Product to Us unless the writing producer has all Licenses and appointments required by Applicable Law, and has completed all Training Requirements. We may reject any application You submit.

5.2. Collect Initial Premium. You may collect, as provided in Company Rules, initial premium payments for Products that Producers solicit. All premiums You collect will be Company's property, and will be held by You in a fiduciary capacity. You shall promptly send such premiums to Company's designated office. You shall ensure that premium checks collected are made payable to Company. You may not endorse checks that are payable to Company.

5.3. Limitations. Except as provided in Sections 5.1 and 5.2, You may not (1) contract for Us or bind Us, (2) represent Yourself as having authority to act on Our behalf, or (3) act on Our behalf.

5.4. Removal. At any time, You may request to be removed as the agent, agency or broker of record from any specific Product You sold by providing the Company a copy of Your notification to the purchaser of such Product ("Client"), and a copy of the Client's instructions naming a new servicing agent or agency. Upon receipt, Company will revise its records to reflect the change; the Company shall not revise its records or implement such change without instruction from the Client or Client's legal representative, or in the absence of such instruction, Your affirmation that You have made good faith attempts to contact the Client or Client's legal representative and were unsuccessful in doing so. Upon implementing such a change requested by You, all of Your rights or interest in any compensation related to such Product shall cease. All changes implemented by Company at Your request are permanent and irrevocable.

ARTICLE 6. YOUR OBLIGATIONS

6.1. General obligations. You shall:

- (1) review Company Rules promptly after the Effective Date of this Agreement and regularly thereafter;
- (2) comply with Applicable Laws and Company Rules;
- (3) communicate to Producer Personnel the terms of this Agreement, Company Rules, and all changes to either;
- (4) promptly notify Us of acts and omissions of a Producer that are not in compliance with Applicable Law, with this Agreement, or with Company Rules;
- (5) within ten (10) days promptly notify Us if You become aware of information about a Producer that is material to this Agreement. This includes one or more of the following: (A) bankruptcy; (B) a government lien; (C) a garnishment; (D) a charge-off; (E) termination of a License by a Regulator; (F) a criminal investigation; (G) a criminal indictment; (H) a criminal conviction; or (I) a change in answers to the business practice questions and the business practices details on the Producer's PIF;
- (6) notify Us of a change in Your contact information, as required by Company Rules;
- (7) be responsible to Us for all business produced by Producers and for acts of Producers;
- (8) maintain for Yourself, and encourage Producer Personnel to maintain, liability insurance against

claims for damages based on actual or alleged professional errors or omissions in an amount and with an insurer acceptable to Us; provide proof of that insurance coverage upon Our request; and promptly notify Us if that insurance coverage is terminated;

- (9) monitor repayment of amounts Producers owe to Us;
- (10) immediately notify Us of all complaints or grievances relating to Products including, but not limited to, a complaint or grievance arising out of or based on (A) advertising, promotional materials, or sales literature approved by Us; or (B) marketing, promotion, or sale of Products;
- (11) promptly furnish all relevant, non-privileged Materials or Records, that We request relating to investigation of a complaint or grievance, and cooperate in the investigation of the complaint or grievance;
- (12) promptly notify Us in writing of (A) an investigation or examination of You or of Us by a state, federal, or other regulatory organization; and (B) pending or threatened litigation involving You or Us; and
- (13) represent and warrant that You comply with the cybersecurity policies and procedures as provided for in the Company Rules.

6.2. Solicitation. You shall:

- (1) solicit applications for Products only after You (A) have all Licenses and appointments required by Applicable Law, and (B) have completed all Training Requirements;
- (2) market Products in a state only if You have a License and only if You satisfy Training Requirements;
- (3) fully explain terms of Products, make no untrue statements, and state all relevant facts;
- (4) ensure that Producer Personnel fully explain terms of Products, make no untrue statements, and state all relevant facts;
- (5) use only approved Materials for sales, advertising, marketing, promotion, and training;
- (6) comply with Our advertising guidelines; and
- (7) use only accurate and appropriate tools for performance, suitability, and financial needs analysis.

6.3. Fulfillment. You shall:

- (1) promptly deliver premium receipts required by Applicable Law and Company Rules;
- (2) if applicable, promptly deliver policies originating from applications received by You in a manner as required by Applicable Law or Company Rules, but only if: (A) the proposed insured appears to be in the same insurable condition as stated on the application; (B) You have no reason to suspect a change in a proposed insured's conditions of insurability; and (C) the initial premium, if required, has been paid; and
- (3) immediately report and send to Us all initial premium payments You receive.

6.4. Servicing. You shall:

- (1) immediately deliver to Us evidence of a claim for benefits under Products;
- (2) answer policy owner questions about Products and their insurance needs; and
- (3) transmit to us any correspondence directed to Us that You receive, including any service forms signed by a policy owner.

6.5. Restrictions on Your Activities. Except to the extent allowed by Applicable Law and Company Rules, You may not and You shall not attempt to:

- (1) make representations, promises, or warranties about Products, including Product benefits or values, except those included in Materials;
- (2) waive, amend, or modify terms of Products;
- (3) waive, amend, or modify when a premium is due;
- (4) engage in conduct with actual or prospective customers that involve a real or an apparent conflict of interest;

- (5) incur a liability, indebtedness, or expense on behalf of Us;
- (6) offer, pay, or allow to be offered or paid, as an inducement to a proposed insured or applicant, a rebate of premiums, or other inducement not specified in Product;
- (7) induce a person to surrender, lapse, or cancel Product; or
- (8) engage in efforts to systematically replace Products issued by Us with other insurance products, directly or indirectly, or encourage Producer Personnel or other persons to do so.

6.6. Nothing in Section 6.5, clauses (7) or (8) shall prevent You from recommending replacement of Products after meeting with a Person to determine whether that Person's needs are best met by replacement.

6.7. Restrictions on Materials. You may not:

- (1) except for Materials marked for use with consumers, create, publish, or distribute to consumers anything with Our or Company name, trademarks, service marks, or logo;
- (2) engage in conduct intended to harm Our name, trademarks, service marks, logo, or brand;
- (3) except with Our consent, create, use, publish, or distribute anything with Our name, trademarks, service marks, or logo, in a manner that implies or indicates the offer or sale of a security or an interest in a security as defined in the Securities Act of 1933 or in state law;
- (4) except as allowed by Company Rules use, reproduce, or distribute Materials; or allow others to use, reproduce, or distribute Materials.

ARTICLE 7. RECORD KEEPING AND AUDITS

7.1. Records. You shall keep accurate Records of all services and transactions Producer engages in under this Agreement; or that are required by Applicable Law or by Company Rules.

7.2. Audits. We may audit Your Records and use of Materials to verify compliance with this Agreement, Applicable Law, and Company Rules. We will provide You with at least seven business days' notice of the date and location of the audit.

7.3. Producer Records. If We ask You for Records related to Producer Licenses or Training Requirements, You shall promptly provide the Records to Us.

7.4. Regulatory Examinations or Investigations. You shall, within 48 hours after notice by Us, provide Us with Materials and Records relevant to an examination or investigation by Regulators.

7.5. Safekeeping. You shall provide for safekeeping of Records.

7.6. Return of Materials. When this Agreement terminates, You shall promptly return Materials to Us. If Applicable Law requires that You keep Materials, You shall return those Materials after Applicable Law no longer requires You to keep them. We may instruct You to destroy Materials rather than return them to Us.

ARTICLE 8. ELECTRONIC TRANSACTIONS

8.1. Waiver of Defenses. If You sign the PIF electronically, You hereby waive all defenses that this Agreement was not in writing or that this Agreement was not properly signed in accordance with Applicable Law.

8.2. Electronic Delivery. You hereby agree that We fulfill Our obligation to deliver to You a document, statement, notice, or other communication (other than notice citing Section 13.7) if it is sent by electronic delivery. Documents sent by electronic delivery will include all information that appears in the printed hardcopy version as prepared and distributed by the originator, except graphic insertions including photographs or logotypes may not be included. Electronic delivery may be in form of an email, an email attachment, or an available download from a website.

8.3. Downloading Electronic Documents. Electronic documents are available for download when notification is received they are available. If You are unable to open or print a document electronically delivered to You, notify the Company so we can deliver the document by other means. If You do not notify the Company that You are unable to accept electronic delivery of or print a document after notice is received, You will be deemed to have received delivery of the document.

8.4. Electronic Submission of Applications and Forms. To the extent We permit You to electronically submit data that We use to issue or service Products, You shall comply with Company Rules.

ARTICLE 9. COMPANY'S AUTHORITY

In Our sole discretion and without notice, We may:

- (1) modify one or more of the following: Products, premiums, benefits, underwriting guidelines and practices, and Company Rules;
- (2) set the minimum and the maximum benefits for which Products will be issued;
- (3) change conditions under which You may sell, solicit, or negotiate Products;
- (4) add or remove Products available for sale;
- (5) restrict the Products that You may sell;
- (6) discontinue sales of or withdraw one or more Products from one or more states or jurisdictions;
- (7) cease doing business in one or more states or jurisdictions;
- (8) make charges for rejected, undelivered, or reissued Products;
- (9) contract with other Persons to sell Products; and
- (10) subject to Applicable Law and subject to the then current Multipurpose Addendum, We may, in any medium or format, contact or solicit Persons to advertise or to sell, or both, Products or services offered by Us or Our marketing partners, including to one or more of the following: producers, General Agents, advisors, applicants for Products, and owners of Products.

ARTICLE 10. INDEPENDENT CONTRACTOR AND RELATIONSHIP OF PARTIES

10.1. Independent Contractor. You are an independent contractor with respect to Us. You are not Our employee. You are responsible for Your own actions and for those of Producer Personnel. You decide whom to choose as business prospects and when and where You conduct Your business activities. You set Your own business hours. You agree to accept all responsibilities placed on an independent contractor by Applicable Law.

10.2. No Other Relationship. Nothing in this Agreement will be construed to create a joint venture, partnership, agency, or employer-employee relationship between Us and Producer.

10.3. Expenses. You shall pay all expenses and fees You incur, including (1) taxes payable with respect to commissions and other payments We make to You, and (2) Regulatory fees, fines, and charges.

10.4. Compensation. You shall pay compensation You owe to Producer Personnel. You shall pay all federal and state income tax withholding, Social Security taxes, and unemployment insurance, as applicable. You shall pay costs of health or disability insurance, retirement benefits, and other welfare or pension benefits to which Producer Personnel may be entitled.

ARTICLE 11. TERMINATION

11.1. Voluntary Termination. Any Party may terminate this Agreement by giving the other Parties the longer of ten days' notice or the minimum notice required by Applicable Law.

11.2. Automatic Termination. This Agreement terminates if:

- (1) You are a natural person and You die;
- (2) You are an Entity, upon an event causing dissolution of the Entity

11.3. Termination for Cause. We may terminate this Agreement, without notice, if:

- (1) You commit a fraudulent, dishonest, or illegal act;
- (2) You make a material misrepresentation of fact to Us;
- (3) You withhold, embezzle, or misappropriate, money or property belonging to Us, a policyowner, an insured, a beneficiary, or an applicant;
- (4) You violate one or more provisions of Article 7;

- (5) You have no License;
- (6) You surrender a License after You are cited for misconduct;
- (7) You violate an Applicable Law of a federal, state, or other jurisdiction; or of a governmental authority exercising jurisdiction over Producer or Us;
- (8) You violate a material term of this Agreement, including the Multipurpose Addendum;
- (9) You do not pay, upon demand, an amount You owe Us;
- (10) You are, or, except as disclosed in writing to Us before signing the PIF, have ever been, convicted of or You plead guilty or nolo contendere ("no contest") to: (A) a criminal felony involving dishonesty or a breach of trust, or (B) an offense under 18 United States Code §1033, or similar state law;
- (11) You subject Us to a liability without Our consent; or
- (12) after this Agreement terminates under Section 11.1 or Section 11.2, You violate Section 6.5(8) or one or more provisions of this Section 11.3.,

11.4. Notice of Termination for Cause. We shall give You notice under Section 13.7 of termination under Section 11.3. Notwithstanding the language of Section 13.7(b), notice under this Section 11.4 will be effective on the date We submit it for delivery as provided in Section 13.7(a).

11.5. Suspension. We may suspend Producer or suspend processing one or more applications submitted by Producer, or both, for (1) suspected or alleged misconduct, (2) a violation, breach, suspected violation or suspected breach of one or more provisions of this Agreement, or (3) a complaint made to or disciplinary action taken by a Regulator or by a governmental or quasi-governmental entity. We may impose this suspension to provide time to investigate facts if We believe that We may have the right to terminate this Agreement under Section 11.3.

- (1) The suspension will begin on the day We give You notice, as provided in Section 13.7, of the suspension.
- (2) During the suspension: (1) You may not solicit applications for Products, either directly or through agents, brokers or employees; (2) We will suspend payment of commissions; and (3) You will not qualify for a reward, incentive, or other promotional program awarded to You before or during the suspension.
- (3) After completing Our investigation, We will notify You, as provided in Section 13.7, whether We have ended the suspension or whether we have terminated this Agreement.
- (4) If We end the suspension, We will pay, without interest, suspended commissions.
- (5) We may terminate this Agreement at any time during the suspension. If We terminate this Agreement under Section 11.3, termination will take effect on the day We gave You notice under Section 11.4. The duration of the suspension will count towards a requirement that You receive notice of termination, including the notice requirements in Section 11.1.

11.6. Release of Claims.

- (1) If this Agreement terminates under section 11.3, You agree to and do hereby release Us from claims for commissions, profits, anticipated profits or earnings hereunder, other than for commissions already earned under this Agreement before termination. You further acknowledge and agree that You have no claim for a refund or reimbursement of funds Producer advanced or expenses Producer paid or incurred relating to Producers' responsibilities under this Agreement.
- (2) You acknowledge that You are not entitled to compensation payable to any downline producers contracted through You, if their agreement with Us terminate, whether for cause or not.

11.7. Effect of Termination. When this Agreement terminates, We are not required to terminate producers contracted through You, if any. We may contract those producers with other producers or General Agents. We may contract directly with those producers. Upon termination of this Agreement, other than termination under Section 11.3, We will continue to provide You with information about commissions due You, if allowed under Applicable Law.

ARTICLE 12. INDEMNIFICATION

12.1. Our Indemnification. We agree to indemnify You for all losses, expenses, attorney fees, court costs, and damages resulting from:

- (1) Our failure to remain licensed as required by Applicable Law;
- (2) an allegation that Our insurance contracts are in violation of Applicable Law;
- (3) our negligence, recklessness, or intentional misconduct or that of our employees; or
- (4) our material violation of this Agreement.

12.2. Your Indemnification. You agree to indemnify Us, including Our officers, directors, employees, agents, or representatives, for all losses, expenses, attorney fees, court costs, and damages resulting from:

- (1) Your failure to have a License;
- (2) Producer negligence, recklessness, or intentional misconduct;
- (3) Your material violation of this Agreement, including the Multipurpose Addendum;
- (4) an alleged misrepresentation or alleged illegal action by Producer;
- (5) Our attempt to collect an amount You owe Us that is unpaid more than 30 days after We demand payment;
- (6) claims that We did not pay compensation or taxes or did not provide insurance or benefits for Producer; or
- (7) a breach of Confidential Information, Consumer Information, or Protected Health Information with respect to and as defined in the Multipurpose Addendum.

12.3. Without limiting Our rights to indemnification, We may negotiate, settle, or pay a claim or demand against any party to whom You owe an obligation of indemnification. We are entitled to reimbursement for all amounts paid plus all expenses incurred in investigating, defending, or paying the claim or demand.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1. Controlling Law. The laws of the Commonwealth of Virginia, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Agreement.

13.2. Entire Agreement. This Agreement constitutes the entire understanding between Parties with respect to the subject matter of this Agreement. No oral representations or promises are binding on the Parties.

13.3. Your Assignment. You may not assign a right or delegate an obligation under this Agreement. You may not, without Our consent, assign a payment due to You.

13.4. Our Assignment. We may assign without notice some or all of Our rights under this Agreement and may delegate without notice some or all of Our obligations under this Agreement.

13.5. Modification. This Agreement may be amended only if You and We agree to the amendment in writing.

13.6. Waiver. If We waive a provision of this Agreement, the waiver will apply only to that provision. An officer of Company must sign the waiver. Waiver of a provision by Us does not constitute a course of conduct and does not constitute a waiver of that provision in the future.

13.7. Notices.

(a) A notice or other communication citing this Section 13.7 is valid only if it is in writing and is delivered (1) by guaranteed overnight delivery, or (2) by U.S. mail, registered or certified, return receipt requested, and postage prepaid.

(b) A valid notice or other communication citing this Section 13.7 will be effective when received by the party to whom it is addressed. It will be deemed to have been received:

- (1) on the date on the signed receipt; or

(2) upon rejection, refusal, or inability to deliver if (A) the party to whom it is addressed rejects or otherwise refuses to accept it, or (B) it cannot be delivered because of a change in address for which no notice was given.

(c) For a notice or other communication to a party under this Agreement to be valid, it must be addressed as follows:

To Us: General Counsel - Distribution, 3100 Albert Lankford Drive, Lynchburg, VA 24501.

To You: at the address You gave on the PIF or that You later updated according to Company Rules.

(d) Other than provisions of this Agreement citing this Section 13.7, We may send general notices or other communications to You by email, U.S. mail, or any other method We choose.

13.8. Severability. If a provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification will deprive a party of the fundamental benefits of this Agreement. If Applicable Law does not permit that modification, the provision will be disregarded.

13.9. Survival. Upon termination of this Agreement, nothing in this Agreement will be construed to release either Party from an obligation that matured or a liability that accrued before the effective date of termination. Provisions of this Agreement that give Parties rights beyond termination of this Agreement shall survive that termination, including the Multipurpose Addendum and Sections 4.4(c), 4.4(d), 4.5, 6.5(7), 6.5(8), 6.6, 7.6, 11.3(12), and 12.2(1)-(7).

(The next page is the signature page.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Producer

Agreement signed by Producer on Producer Information and Appointment Form and Execution of Producer Agreement on _____

Producer Name: _____

Genworth Life Insurance Company

By: _____

Name: _____

Title: _____

Date Signed: _____

Genworth Life Insurance Company of New York

By: _____

Name: _____

Title: _____

Date Signed: _____

Genworth Life and Annuity Insurance Company

By: _____

Name: _____

Title: _____

Date Signed: _____