



Genworth Life & Annuity
Genworth Life
Genworth Life of New York
P.O. Box 40008
Lynchburg, VA 24506
Tel: 800 991.5684
Fax: 434 948.5058
Email: LC@genworth.com

Producer Information and Appointment Form (PIF) and Execution of Producer Agreement

from Genworth Life and Annuity Insurance Company,
Genworth Life Insurance Company
and Genworth Life Insurance Company of New York[†]

Page 1 of 8

- **Application for contracting with Genworth family of companies. Any corrections to this form will need to be initialed.**

Individual/Officer Applicant

If using P.O. Box for a Residential address, a physical address is required for the Mailing address.

Name *First, Middle, Last, Suffix (As it appears on your Resident License)*

•

Social Security Number (SSN) **Required**

National Producer Number (NPN)

•

Date of birth

•

Residential address

•

City

State

Zip code

•

Mailing address

•

City

State

Zip code

•

Business phone

Cell phone

•

Email **Required**

•

Entity Applicant

Select one

☐ Partnership

☐ LLC

☐ Incorporated Entity

☐ Other

Entity name *As it appears on your Domicile State License*

Tax Identification Number (TIN) **Required**

•

Mailing address

•

City

State

Zip code

•

Entity phone

•

Email **Required**

•

Appointment states requested

Appointments will only be processed for pre-appointment states. View pre-appointment state information at www.genworth.com/lc.

Resident license state

•

Non-resident state(s) where appointment is requested

•

- Where required, provide certification or evidence of training for long term care insurance, partnership or annuity appointment requests. (See training matrix at www.genworth.com/lc for state specific requirements.)

Electronic funds transfer (EFT) Complete this section to authorize automatic electronic transfer of commission payments

EFT is required for commission payments. Your signature is required to authorize and receive payments via EFT.

If completing this section for an officer and an entity, the EFT authorization will apply to the entity.

You may either attach a voided bank check or complete all information in this section as it appears on your check.

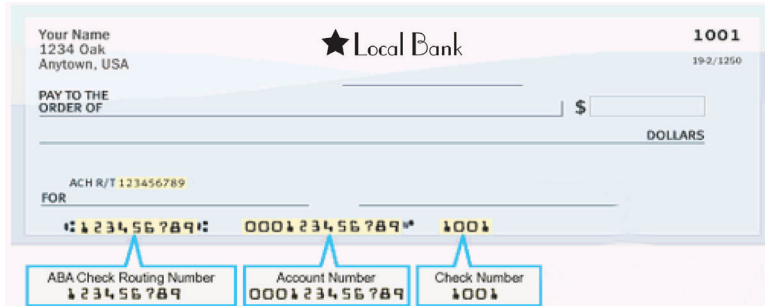
This is an example of a personal check. A business check may be different.

EFT is NOT available to savings accounts.

All payments will be reported to the IRS using the Producer or Agency's Tax ID.

Attach an additional page if more room is needed for multiple codes.

Payee Name
•
Institution name
•
Routing number Account number
•



This authorization applies to all representative codes and corresponding Genworth companies unless you check "No".

LTC Representative codes must all have the same EFT Banking Information.

☐ No If "No," please provide Representative code(s)

Representative code(s)

Business practices questions If the answer to all questions is "No," you do not need to complete pages 3 through 6

If you answer "Yes" to any of these questions (whether as an Individual, Officer, or Entity), provide details in the corresponding fields of the **Business practices details section** on pages 3 through 6.

If the answer to all questions is "No," you do not need to complete pages 3 through 6, so please proceed to page 7.

Please provide official documentation (FINRA, state DOI, or court) for yes answers for questions 1, 2, 3, 5, 10, 11, and 12.

	Individual/Officer		Entity	
1. Have you ever had an insurance license or securities registration denied, suspended, cancelled or revoked?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
2. Has any state, federal, or self-regulatory agency ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
3. Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
4. Has a bonding or surety company ever denied, paid on or revoked a bond for you?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
5. Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
6. In the past ten years, have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
7. In the past ten years, has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
8. Are there any unsatisfied judgments, garnishments or liens against you?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
9. Are you in debt to any insurance company?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
10. Have you ever been convicted of, or pled guilty or no contest to any felony or misdemeanor other than a minor traffic offense?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
11. Are you currently a party to any litigation or a subject of any investigation(s)?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
12. Have you ever been denied appointment or terminated for cause by another insurance company, broker dealer or insurance agency?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No

Business practices details *If the answer to all questions is "No," do not complete pages 3 through 6*

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

Question 1: Insurance license or securities registration denied, suspended, cancelled or revoked

Month and year

Attach a separate sheet with question number and details if more space is required for additional information for questions 1 - 12.

Action taken and reasons

•

•

•

Your account of the circumstances leading to the situation

•

•

Question 2: Sanction, censure, penalty or other action against you by state, federal or self-regulatory agency

Month and year

Action taken and reasons

•

•

Nature of the activity resulting in the fine or disciplinary action

•

•

Your account of the circumstances leading to the situation

•

•

Question 3: Complaint, fine, sanction, censure, penalty or other disciplinary action against you for violation of any state, federal or self-regulatory agency regulations or statutes

Month and year

Amount of the fine and/or specific disciplinary action taken

•

•

Nature of the activity resulting in the fine or disciplinary action

•

•

Your account of the circumstances leading to the situation

•

•

Question 4: Bond denied, paid on or revoked for you by bonding or surety company

Month and year

Reason for denial, revocation or payment

•

•

Your account of the circumstances leading to the situation

•

•

Amount of the payment

\$

Business practices details *If the answer to all questions is "No," do not complete pages 3 through 6*

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

Question 5: Coverage denied, paid claims on, or cancelled by any E&O carrier ever

Month and year

Nature of the circumstances resulting in the claim

.

.

Disposition of the claim

.

Amount claimed

Amount paid by E&O carrier *If any*

\$

\$

Your account of the circumstances leading to the situation

.

.

Question 6: Filing of personal bankruptcy petition or declared bankruptcy in past 10 years

Date of discharge *mm/dd/yyyy*

For Chapter 7, 11 and 12

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)*

.

.

Provide type of business and role/relationship in the business *If result of business failure*

.

Dollar amount discharged

Average annual income for the last two years

\$

\$

For any outstanding obligations not discharged in bankruptcy, (i.e., taxes, mortgage, car, etc.) provide:

Dollar amount

Explanation of obligation

\$

.

Payment schedule amount

Frequency *(i.e., weekly, monthly, etc.)*

\$

.

For Chapter 13

Date of filing *mm/dd/yyyy*

Date of discharge* *mm/dd/yyyy*

.

.

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)*

.

.

Provide type of business and role/relationship in the business *If result of business failure*

.

.

***If payments are still being made please provide:**

Amount

Frequency *(i.e., weekly, monthly, etc.)*

\$

.

Projected completion date *mm/dd/yyyy*

Current balance

.

\$

Average annual income for the last two years

\$

Business practices details *If the answer to all questions is "No," do not complete pages 3 through 6*

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

Question 7: Bankruptcy petition or declaration filed by any insurance or securities brokerage firm with whom you have been associated (either during your association or within 5 years after termination of such association)

Approximate filing date *mm/dd/yyyy* Your position with company

.....

If you are/were an officer of the company or directly involved with circumstances leading to filing, please provide:

Reasons

.....

.....

Your specific involvement

.....

Question 8: Unsatisfied judgments, garnishments or liens against you

Month and year

Judgments/garnishments

Reason the judgment/garnishment was obtained and your specific involvement

.....

Payment schedule amount

Frequency (*i.e., weekly, monthly, etc.*)

\$

.....

Original amount of the judgment/garnishment

\$

.....

Outstanding amount of the judgment/garnishment

\$

.....

Average annual income for the last two years

\$

.....

Liens

Name of company placing lien

Month and year

.....

Reason for the lien and your specific involvement

.....

Original amount of the debt

Current balance

\$

.....

Payment schedule amount

Frequency (*i.e., weekly, monthly, etc.*)

\$

.....

Projected completion date *mm/dd/yyyy*

.....

Average annual income for the last two years

\$

.....

Question 9: Debt to any insurance company

Month and year debt began

.....

Name of insurance company

.....

Reason for the debt and your account of the situation

.....

Original amount of the debt

Current balance

\$

.....

Payment schedule amount

Frequency (*i.e., weekly, monthly, etc.*)

\$

.....

Projected completion date *mm/dd/yyyy*

.....

Average annual income for the last two years

\$

.....

Business practices details *If the answer to all questions is "No," do not complete pages 3 through 6*

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

Question 10: Any conviction of, or guilty plea or no contest to, a felony or misdemeanor other than minor traffic offense

Month and year

Description of the conviction or plea and your account of circumstances leading to the situation

•

•

Type of conviction *Misdemeanor or felony**

•

Final disposition *Fine, probation, jail, etc.*

Have all requirements been satisfied?

☐ Yes

☐ No

***If a felony, provide exact statute(s) violated**

•

***If a felony, provide city/county and state where violation occurred**

•

Question 11: Party to any litigation or a subject of any investigation(s)

Month and year litigation began

Litigation

Circumstances surrounding the litigation *Including your account of the situation*

•

•

How are you involved in the litigation?

•

•

Amount of damages claimed

\$

Current status of the litigation

•

Investigation

Month and year investigation began

Name and jurisdiction of investigating entity

•

Circumstances surrounding the investigation *Including your account of the situation*

•

•

Current status of the investigation

•

•

Question 12: Appointment with any insurance company, broker dealer, or insurance agency denied or terminated for cause

Description of the denial/termination and your account of circumstances leading to the situation

•

•

•

•

Acknowledgment and signature *Signature and Date are required below*

The Genworth companies listed at the top of page 1 are referred to as “us,” “our” and “we” in this section.

The applicant is referred to as “you” and “your” in this section.

When submitting for an officer and an entity, this Acknowledgment applies for both.

The Producer Agreement, Disclosure of Intent to Obtain Consumer Reports, & Producer Guide to Ethical Market Conduct are available at www.genworth.com/lc or by calling 800 991.5684.

By signing below, you

- Certify that you have read, understood and agree to comply with all provisions contained in the **Producer Agreement**. By signing this PIF you have also signed the **Producer Agreement**.
- Agree to accept official correspondence from the Company electronically, using your last email address known to the Company. You further agree to notify the Company if you change your email address or if you can no longer accept electronic communications.
- Acknowledge that you have received and read the **Disclosure of Intent to Obtain Consumer Reports** (“Disclosure”) (available on www.genworth.com/lc) and consent and authorize Genworth and its affiliates to obtain one or more consumer reports (“Consumer Reports”). By signing this PIF, you have also signed the Disclosure. If you reside in a state with a legal requirement to provide a free copy of the consumer report upon your request and Genworth has obtained a report from National Insurance Producer Registry (“NIPR”), you must submit a copy of the Disclosure with that option checked for Genworth to request a free copy from NIPR. Please note that anyone can download a free report from NIPR at any time by visiting: <https://nipr.com/products-and-services/producer-database/get-report>.
- Authorize us to share the information contained in this PIF or any other background information that we may obtain, including Consumer Reports, with our affiliates for the purposes of establishing your eligibility and/or continuing eligibility for appointment with us and our affiliates as well as making any other disclosure required or allowed by law.
- Authorize your employers and other insurance companies you are or have been contracted with or appointed by to release any and all information that they may have about you, personal or otherwise, to us and you release all such parties from all liability that may result from furnishing that information.
- Understand and agree that your contracting and/or appointment will, in part, be based upon this PIF and background information, including Consumer Reports; any information that you provide that is inaccurate or incomplete shall be grounds for termination of your appointment and/or termination of the **Producer Agreement** between you and us.
- Acknowledge that you have read, understood and agree to comply with the **Producer Guide to Ethical Market Conduct**.
- If applicable, authorize the appropriate Genworth company(ies) to automatically transfer funds to your checking account. Additionally, you authorize the named institution to complete these transactions. This authorization is to remain in full force and effect until we receive written notice from you requesting termination or until we have sent you 10-days written notice of our intention to terminate EFT.
- **For California residents**, you have reviewed our Additional Privacy Information for California Residents at www.genworth.com/ccpa to understand how we collect, use, and disclose your personal information.
- **After signing the PIF, notify us within 10 days of a change in your answer to any business practice question. If you fail to do so, we may terminate the Producer Agreement and your appointments.**

You certify under penalty of perjury that the information provided herein is accurate and complete.

Signature

Title *Required if signing for an entity*

Date *Required*

A Title is required when signing on behalf of an Entity. For a list of acceptable titles, please visit www.genworth.com/lc

**SIGN
HERE**

X

Print name

.

This page is to be completed by the Top Level (BGA/MGA) only.

Provided the producer is properly licensed, he/she may sell only those products for which your firm or agency is contracted.

Provide the producer/agency numbers, and commission plan and schedules for each of the Genworth companies you are requesting to be contracted with.

Please provide information if completing this page only or if preferred, submit an email to LC@genworth.com

This acknowledgment and authorization replaces any previous commission arrangement between the Top Level (BGA/MGA), the Company, and the Producer for all applications submitted after the receipt of this request by the home office.

Producer name Code Number Last 4 of SSN

Top Level (BGA/MGA) Name

Top Level Code Number

Fixed/Combination Code	Long Term Care Code
------------------------	---------------------

Producer's Commission Schedule *Please enter the commission schedule number(s) in the lines below.*

	Fixed Life & Annuity	Combination	Long Term Care
Genworth Life	▪	▪	▪

Genworth Life of New York

You may use this section to provide this producer's hierarchy or if preferred, in lieu of this form, you may submit an email to LC@genworth.com or use a cover letter.

Please list all members of this producer's hierarchy beginning with the highest level.

[illegible]

Top Level (BGA/MGA)
acknowledgment and
authorization of compensation
please sign here. Emails, in lieu of
this form, are welcomed: send to
LC@genworth.com

If any insurance coverage is placed by the Producer, the undersigned Top Level (BGA/MGA) authorizes the Company to pay commissions to the Producer in accordance with the Commission Schedule(s) above or as subsequently changed by written notification. Payment of commissions could be subject to existing assignments on file with the Company. Any assignment of commission shall not be binding on the Company without its prior consent.

Signature of authorized employee of Top Level

Title

Date

Print name

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: _____

Multipurpose Confidentiality Addendum and Producer Conduct Rule

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

This Multipurpose Confidentiality Addendum and Producer Conduct Rule (“Addendum”) forms a part of and is subject to that certain Brokerage General Agent Agreement, Producer Agreement or other similarly styled selling agreement by and between “Producer” (as defined below) and Genworth Financial, Inc. insurance companies that have signed the selling agreement (“Company” or “Companies”). This Addendum supersedes and replaces any existing or currently effective Multipurpose Confidentiality Addendum, Business Associate Agreement or Producer Conduct Rule. This Addendum is automatically effective. Notwithstanding anything else to the contrary in the applicable selling agreement, in the event of a conflict between this Addendum and the applicable selling agreement, the terms of this Addendum shall prevail.

WHEREAS, one or more of the Companies may disclose Confidential Information, including Consumer Information, to parties with selling agreements with the Company, including without limitation, Agents, Producers, General Agents, Brokerage General Agents and Brokers (“Producer” and collectively, “Producers”), in the performance of services for Company, and

WHEREAS, Producer has a selling agreement with the Company and may receive Confidential Information, and

WHEREAS, the Company and the Producer desire that the receipt, use and re-disclosure of such information be governed by the Producer’s selling agreement(s) with the Company and such rules and regulations as the Company may establish covering the conduct of its business, and

WHEREAS, the receipt, use and re-disclosure of such information is subject to certain federal and/or state laws and regulations, including, but not limited to, the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act of 1996, and

WHEREAS, the Company has established the following provisions as a Rule to govern the conduct of Producers in connection with confidential information, including Consumer Information.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, in the Producer’s selling agreement(s), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Producer agree to the following:

SECTION I - PURPOSE

Company and Producer have entered into one or more selling agreements (each referred to as an “Agreement”), which may include without limitation, a Brokerage General Agent, General Agent, Agent, Producer, or Broker Agreement. Under the Agreement, the Producer provides certain services to and solicits Products on behalf of Company. As such, Producer has and/or may receive individually identifiable information arising out of or related to the business activities of Company, which information is the type of information subject to Laws and the requirements of Sections II and/or III of this Addendum. To assure compliance with all applicable Laws (as defined below) and Company Rules, Company agrees to allow Producer to receive, retain and re-disclose, as applicable, such information as follows:

SECTION II – USE OF NON-PUBLIC INFORMATION; CONFIDENTIALITY

1. **Definitions** - When used in this section, the terms listed below shall have the following meanings:

- a. **“Consumer”** means an individual who seeks to obtain, obtains or has obtained insurance or other financial product or service from Company, which product or service is intended to be used for personal, family or household purposes.
- b. **“Consumer Information”** means non-public personally identifiable financial and health information as those terms are defined by applicable Laws and this Addendum (i) provided by or on behalf of a Consumer to Company, including information obtained by Producer, and (ii) resulting from Company’s transactions or services related to a transaction with the Consumer. Consumer Information includes all list of customers, former customers, applicants and prospective customers, and any list or grouping of customers derived from personally identifiable financial or health information that is not publicly available.
- c. **“Confidential Information”** means any data or information regarding market share percentage, production goals, monthly production targets, top producers, actual product production, broker product listings, total sales data of the disclosing party, marketing strategies, strategic plans, financial or operational data, pricing and compensation information, sales estimates, business plans, business relationships, and internal performance results relating to the past, present or future business activities of the disclosing party, its subsidiaries and affiliated companies and the customers, clients, employees and suppliers of any of the foregoing.
- d. **“Laws”** mean all applicable requirements of Consumer privacy laws, judicial interpretations, rules and regulations, including but not limited to the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act of 1996.
- e. **“Security Breach”** means any act or attempt to gain unauthorized access to, disrupt, or misuse Company’s Confidential Information or Consumer Information or an electronic information system on which Company’s Confidential Information or Consumer Information is stored.

2. **Confidentiality Obligations and Representations** - Except as expressly authorized by prior written consent or the disclosing party, each party shall, and represents and warrants that it has the capacity to:

- a. Use and disclose Consumer Information in accordance with all applicable Laws and the privacy policies of the Company, as amended from time to time.
- b. Limit access to any of the disclosing party’s Confidential Information and Consumer Information to its partners, shareholders, officers, directors, employees, representatives, Producers, advisors, affiliates or representatives of its Producers or advisors who have a need to know in connection with the Agreement. Confidential Information shall only be used in connection therewith.
- c. Only use and disclose Consumer Information in order to
 - i. Effect, administer, enforce or process transactions requested by a Consumer;
 - ii. Adhere to certain regulatory requirements;
 - iii. Evaluate each party’s performance under this Addendum; or

- iv. Perform services on behalf of the other including, but not limited to, offering products and/or services to Consumers. Each party shall use Consumer Information disclosed by the other solely for the purposes for which it was disclosed and must not reuse or re-disclose information for other purposes, except as permitted or required by applicable Laws and subject to any agreements between the parties.
- d. Prior to disclosing Consumer Information to an affiliate in order for the affiliate to perform services or functions pursuant to this Addendum, the disclosing party must restrict the affiliate from disclosing Consumer Information.
- e. Prior to disclosing Consumer Information to a third party in order to perform services or functions under the Agreement, the disclosing party must enter into a written confidentiality agreement requiring the third party to maintain the confidentiality of such information in accordance with the requirements of this Addendum.
- f. Safeguard all such Confidential Information and Consumer Information it receives by implementing and maintaining appropriate administrative, technical and physical safeguards to:
 - i. Ensure the security and confidentiality of Confidential Information and Consumer Information;
 - ii. Protect against any anticipated threats or hazards to the security or integrity of Confidential Information and Consumer Information; and
 - iii. Protect against unauthorized access to or use of Confidential Information and Consumer Information.

3. **Exceptions to Confidentiality -**

- a. The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Consumer Information that:
 - i. Was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party; or
 - ii. Is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order.
- b. The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Confidential Information (exceptions do not apply to Consumer Information) that:
 - i. Was in the public domain prior to the date of this Addendum or subsequently came into the public domain through no fault of the nondisclosing party or violation of this Addendum;
 - ii. Was lawfully received by the nondisclosing party from a third party free of any obligations of confidence;
 - iii. Was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party;

- iv. Is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order; or
 - v. Is subsequently and independently developed by employees, consultants or Producers of the nondisclosing party without reference to or use of the Confidential Information disclosed under this Addendum.
 - c. Notwithstanding any provision in this Addendum to the contrary, nothing herein shall prevent Company or Producer from disclosing to a potential insured or owners the existence, amount or components of any compensation a Producer is eligible to receive or receives for the sale and servicing of the Company's products. All Producers hereby agree to comply with all legal and regulatory requirements and Company policies and procedures concerning the disclosure of the Producer's compensation to potential insureds or owners. For the purposes of this paragraph, compensation shall be construed broadly to include, without limitation, all commissions, incentive compensation, fees, bonuses, trips and other awards, and any compensation directly or indirectly related to the sale and servicing of the Company's products.
- 4. **Security Breach Notification** - Producer shall notify Company of any Security Breach that (1) results in the unauthorized access to, disruption of, or misuse of, Company's Confidential Information or Consumer Information or any electronic information system on which Company's Confidential Information or Consumer Information is stored, or (2) materially impacts Producer's operations or Producer's ability to provide the Services in accordance with the Agreement. Required notices of a Security Breach shall be made to DataSecurityTeam.Genworth@genworth.com notwithstanding any other notice provision in the agreement to the contrary. If the Security Breach with respect to which notification must be provided under this Addendum involves Company's Confidential Information or impacts the Consumer Information of ten (10) or more individuals, Producer will also provide notice of the Security Breach in accordance with the formal notice requirements in the agreement. Producer shall provide such notice following discovery and without unreasonable delay, but in no event later than three days following discovery of the Security Breach, even if not all information required by this Section is then available to Producer or all actions required by this Section have not been completed by Producer. If any such information is not available at the time of initial notification or any such activities have not been completed at the time of initial notification, Producer shall continue all reasonable efforts to obtain such information and complete such activities and report to Company the progress and results of the foregoing. With respect to Security Breaches for which notification must be provided under this Addendum, Producer shall provide Company with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the name and any other personally identifying information of each affected individual, and any other information Company may request concerning the Security Breach. With respect to Security Breaches for which notification must be provided under this Addendum, Producer agrees to take action immediately, at its own expense, to (i) investigate the Security Breach, including without limitation its causes and effects, (ii) identify, prevent and mitigate the effects of any such Security Breach, (iii) carry out any action necessary to remedy the cause of the Security Breach and prevent a recurrence, and (iv) notify Company of the progress and results of the foregoing. At Company's option, such action shall include without limitation: (A) Producer's mailing of notices regarding the Security Breach to affected individuals, the content of which shall be subject to Company's prior written approval; and/or (B) Producer's provision of credit monitoring or other similar service to affected individuals offered by a reputable provider, for a reasonable duration but not less than twelve months. Alternatively, Company may undertake either or both of the foregoing actions at Producer's expense, or where such notification and/or credit monitoring is undertaken by Company's customers affected by the breach, Producer agrees to reimburse Company for actual costs incurred in reimbursing those

customers. None of the foregoing actions shall limit any other remedies available to Company pursuant to the agreement. For the avoidance of doubt, the cost of compliance with this section shall be considered direct damages for purposes of the agreement. Producer shall not issue any press release or make any other public filing, report or communication regarding any Security Breach for which notification must be provided under this Addendum without Company's prior written approval unless otherwise required by applicable law, regulation or governmental or judicial order; provided, that in such case Producer has given Company reasonable advance written notice of the intended disclosure and a reasonable opportunity to seek a protective order or other confidential treatment of the information, each to the extent permitted by law; provided, further, that the disclosure is limited to that required by such applicable law, regulation or governmental or judicial order.

5. **Equitable Relief** - Each party agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Addendum. Accordingly, in addition to all other remedies that each party may have, each party shall be entitled to specific performance and injunctive relief or other equitable relief as a remedy for any breach of this Addendum without the requirement of posting a bond or other security.
6. **Audit** - Each party may audit the other party's use and disclosure of Confidential Information and Consumer Information, as well as its safeguards to protect Confidential Information and Consumer Information, during regular business hours upon forty-eight (48) hours prior notice.
7. **Term** - The provisions of this section shall survive termination of the Addendum and of the Agreement.

SECTION III – BUSINESS ASSOCIATE PROVISIONS

1. **Purpose** - In order to disclose certain information to Producer under this Addendum, some of which may constitute Protected Health Information ("PHI"), Company and Producer mutually agree to comply with the terms of this Addendum for the purpose of satisfying the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations.

Capitalized terms not otherwise defined in this Addendum shall have the meanings given to them in the HIPAA Rules, Title 45, Parts 160 and 164 of the CFR and such meanings are incorporated herein by reference. The "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards at 45 CFR Parts 160 and 164, Subpart C. The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D.

These provisions shall apply to Producer to the extent that Producer is considered to be a "Business Associate" under HIPAA and the HIPAA Rules.

2. **Permitted Uses and Disclosures**

Producer agrees to use or disclose PHI that it creates for or receives from Company or a Company affiliate only as follows. All references to PHI in this Addendum shall include PHI received from or created on behalf of Company and any Company affiliates.

- a. **Functions and Activities on Company's Behalf** - Producer shall use, request and/or disclose PHI only to the extent necessary to satisfy Producer's obligations under the Agreement, consistent with this Addendum and the HIPAA Rules, or as otherwise Required by Law. Such use, disclosure or request of PHI shall utilize a limited data set if practicable or otherwise the minimum necessary PHI to accomplish the intended result of the use, disclosure or request. Producer also agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under this Addendum. To the extent, if any, that Producer performs one or more of Company's obligations under Subpart E of the HIPAA Privacy Rule, Producer agrees to comply with the requirements of the Privacy Rule that apply to Company in the performance of such obligation(s).
- b. **Producer's Operations** - Producer is permitted by this Addendum to use PHI it creates for or receives in performing services under this Addendum
 - i. If such use is essential for Producer's proper management and administration; and
 - ii. As necessary to carry out Producer's legal responsibilities. Producer is permitted to disclose such PHI for the purposes identified in this Section only if the following conditions are met:
 - A. The disclosure is Required by Law; or
 - B. The disclosure is essential to Producer's proper management and administration, and Producer obtains reasonable assurances in writing from any person or organization to which Producer will disclose such PHI that the person or organization will:
 - I. Hold such PHI as confidential and use or further disclose it only for the purpose for which Producer disclosed it to the person or organization or as Required by Law; and
 - II. Notify Producer (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware that the confidentiality of such PHI was breached.
- c. **Prohibition on Unauthorized Use or Disclosure** - Producer will neither use nor disclose PHI it creates or receives in performing services under this Addendum or the Agreement except as permitted or required by this Addendum or the Agreement.
- d. **Data Aggregation Services** - Producer may not use PHI to provide Data Aggregation Services related to Company's Health Care Operations without the express written approval of Company or as explicitly provided by the Agreement.
- e. **De-Identification** - Producer may not create de-identified PHI (as defined by the HIPAA Privacy Rule) received from Company, absent specific written permission from Company or as explicitly provided in the Agreement or this Addendum. Where permitted by the Agreement or this Addendum, upon request from Company, Producer shall provide its policies and procedures for de-identification of PHI and shall respond to reasonable inquiries about how Producer uses and discloses de-identified PHI, including identification of situations where there has been disclosure of Company's information that has been de-identified.
- f. **Information Safeguards** - Producer will develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the

integrity and confidentiality of and to prevent non-permitted use or disclosure of PHI. These safeguards must be appropriate to the size and complexity of Producer's operations and the nature and scope of its activities. Upon Company's request, Producer will provide Company with access to and copies of documentation regarding such safeguards. Producer agrees to mitigate, to the extent practicable, any harmful effect that is known to Producer resulting from a use or disclosure of PHI by Producer in violation of the requirements of this Addendum.

3. **Sub-Contractors, Agents or Other Representatives** - To the extent that Producer is permitted by the Agreement to retain subcontractors or agents to perform services under the Agreement, Producer will require any of its subcontractors, agents or other representatives to which Producer is permitted by the Agreement (or is otherwise given Company's prior written approval) to disclose any PHI, to provide reasonable assurances in writing that such subcontractor or agent will comply with the same restrictions and conditions that apply to Producer under the terms and conditions of this Addendum with respect to such PHI.
4. **Protected Health Information Access, Amendment and Disclosure Accounting**
 - a. **Access** - Producer will promptly upon Company's request make available to Company or, at Company's direction, to an individual, for inspection and obtaining copies of any PHI about the individual that is contained in a Designated Record Set, so that Company or a Company affiliate may meet its access obligations under 45 CFR § 164.524. Producer shall make such information available in an electronic format when directed by Company.
 - b. **Amendment** - Upon Company's request Producer will promptly amend, or permit Company access to amend, any portion of the PHI which is contained in a Designated Record Set so that Company or a Company affiliate may meet its amendment obligations under 45 CFR § 164.526.
 - c. **Disclosure Accounting** - Producer agrees to document such disclosures of PHI as would be required for Company to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the Privacy Rule. Producer will provide all information required by the Privacy Rule with respect to each such disclosure upon request from Company or upon direct request from an individual.
5. **Additional Obligations for Securing Electronic Protected Health Information**
 - a. **Implementation of Security Standards** - Producer agrees that it shall fully implement the requirements of the HIPAA Security Standards by doing each of the following:
 - i. Implementing administrative, physical, and technical safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Company. Producer also shall develop and implement policies and procedures and meet the HIPAA Security Standards documentation requirements. Producer will document and keep these Safeguards current. Upon Company's request, Producer will provide Company with access to and copies of documentation regarding such Safeguards.

- ii. Ensuring that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
 - iii. Reporting and tracking all Security Incidents as described below. Producer will monitor and keep track of any Security Incident. Producer will report to Company any Security Incident that results in (A) unauthorized access, use, disclosure, modification, or destruction of Company's electronic PHI; or (B) interference with Producer's system operations in Producer's information systems of which Producer becomes aware. Producer will make the report to Company's Legal Department within three (3) days after Producer learns of such non-permitted or violating use or disclosure. For any other Security Incident, Producer will provide such report upon Company's request.
 - iv. Making Producer's policies and procedures and documentation required by the HIPAA Security Standards related to these Safeguards available to the Secretary of HHS for purposes of determining Company's compliance with the HIPAA Security Standards.
- b. **Continuing Security Obligations** - Producer's obligations to protect the security of the PHI received from or created in performing services under the Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of this Addendum or the Agreement.

6. **Additional Producer Provisions**

- a. **Inspection of Books and Records** - Producer will make its internal practices, books, and records relating to its use and disclosure of the PHI it creates for or receives from Company available to Company and to the U.S. Department of Health and Human Services to determine Company's or a Company affiliate's compliance with 45 CFR Part 164. Producer shall provide to Company a copy of any PHI that Producer provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. **Reporting of Breach of Privacy Obligations** - In addition to any security or information breach notification obligations included in the Agreement, Producer will provide written notice to Company, following discovery and without unreasonable delay, but in no event later than three (3) days following discovery, of any use or disclosure of PHI that is neither permitted by this Addendum nor given prior written approval by Company. Also, in addition to any security or information breach notification obligations included in the Agreement, Producer will report, following discovery and without unreasonable delay, but in no event later than three (3) days following discovery, any unauthorized acquisition, access, use, or disclosure of Unsecured PHI. This obligation to report shall include any unauthorized acquisition, access, use, or disclosure, even where Producer has determined that such unauthorized acquisition, access, use, or disclosure does not compromise the security or privacy of such information, unless such acquisition, access, use or disclosure is excluded from the definition of Breach in 45 CFR § 164. 402(2). In addition to any other applicable obligations in the Agreement, Producer shall cooperate with Company in investigating the Breach and in meeting the Company's obligations under the HIPAA Rules and any other security breach notification laws. In addition to any other applicable requirements in the Agreement, Producer's report will at least:
 - i. Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;

- ii. Identify any PHI accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.);
 - iii. Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure;
 - iv. Identify what corrective action Producer took or will take to prevent further non-permitted access, uses or disclosures;
 - v. Identify what Producer did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
 - vi. Provide such other information, including a written report, as Company may reasonably request.
- c. **Indemnification** - Producer will indemnify Company and any Company affiliate, and their respective employees, partners, principals, officers, and related entities (the “indemnified parties”), for any costs incurred by Company or any of the other indemnified parties, including legal fees and costs reasonably related to breach notification, associated with or arising out of Producer’s failure to carry out its duties under this Addendum or negligence or willful misconduct in conducting such duties.
- d. **Audit and Review of Policies and Procedures** - Producer agrees to provide, upon Company’s request, access to and copies of any policies and procedures developed or utilized by Producer regarding the protection of PHI. Producer agrees to provide, upon Company’s request, access to Producer’s internal practices, books, and records, as they relate to Producer’s services, duties and obligations set forth in this Addendum and the Agreement(s) under which Producer provides services and / or products to or on behalf of Company, for purposes of Company’s review of such internal practices, books, and records.
- e. **Subpoenas** - Producer agrees to provide notice to Company of any subpoena or other legal process seeking PHI. Such notice shall be provided within forty–eight (48) hours of Producer’s receipt of such subpoena or legal process.
- f. **Termination by Company** - In addition to the termination rights set forth in the Agreement, Company shall have the right to terminate the Agreement immediately if Company, in its sole discretion, determines that Producer has breached any of the provisions of this Addendum. Company may exercise its rights pursuant to this Section by providing Producer with written notice of termination, stating the breach of this Addendum. Alternatively, and in the Company’s sole discretion, Company may choose to provide Producer with written notice of the existence of the breach and provide Producer with thirty (30) calendar days to cure such breach upon terms acceptable to Company in its sole discretion. Failure by Producer to cure such breach in the manner set forth above shall be grounds for immediate exercise of Company’s rights set forth above. If termination is not feasible, Company has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.
- (g) **Obligations on Termination**
- i. **Return or Destruction of Company’s and Company Affiliates’ PHI** - Upon termination or expiration of the Agreement, as applicable, Producer will, if feasible, return to Company or destroy all PHI in whatever form or medium, including all copies thereof, and all data, compilations, and other works derived therefrom that allow identification of any individual. Producer will require any

subcontractor or agent to which Producer has disclosed PHI to return to Producer (so that Producer may return it to Company) or destroy all PHI in whatever form or medium received from Producer, including all copies thereof, and all data, compilations, and other works derived therefrom that allow identification of any individual, and certify under oath to Producer that all such information has been returned or destroyed. Producer will complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or expiration of the Agreement, as applicable.

- ii. **Procedure When Return or Destruction Is Not Feasible** - Producer will identify any PHI, including any PHI that Producer has disclosed to subcontractors or agents, that cannot feasibly be returned to Company or destroyed and explain why return or destruction is infeasible. Where Company agrees that such return or destruction is infeasible, Producer (or any subcontractor or agent) will not use or disclose this information for any purpose, except for a specific purpose agreed to by Company that is related to the specific reasons that make return or destruction of such information infeasible. If Company does not agree, subparagraph (i) immediately above shall apply. Producer will, by its written contract with any subcontractor or agent to which Producer discloses PHI, require such subcontractor or agent to limit its further use or disclosure of such PHI that such subcontractor or agent cannot feasibly return or destroy such that the subcontractor or agent will not use or disclose this information for any purpose, except for a specific purpose agreed to by Company that is related to the specific reasons that make return or destruction of such information infeasible. Producer will complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or expiration of the agreement, as applicable.
- iii. **Continuing Privacy and Security Obligation** - Producer's obligation to protect the privacy and safeguard the security of PHI as specified in this Addendum will be continuous and shall survive termination or other conclusion of the Agreement and this Addendum, as applicable.
- h. **Sale of PHI** - Producer shall not directly or indirectly receive remuneration in exchange for PHI.
- i. **No Third-Party Beneficiaries** - Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Company, Company affiliates and Producer.

[End of Multipurpose Confidentiality Addendum and Producer Conduct Rule]

Exhibit 1 State Privacy Law Provisions

from Genworth Life and Annuity Insurance Company,
Genworth Life Insurance Company
and Genworth Life Insurance Company of New York[†]

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Exhibit 1

THIS EXHIBIT 1 STATE PRIVACY LAW PROVISIONS TO THE MULTIPURPOSE CONFIDENTIALITY ADDENDUM AND PRODUCER CONDUCT RULE ("Exhibit") forms a part of and is subject to the Multipurpose Confidentiality Addendum and Producer Conduct Rule ("Addendum") by and between Producer and Genworth Financial, Inc. insurance companies that have signed the selling agreement ("Company" or "Companies"). This Exhibit is automatically effective.

Any capitalized terms used herein shall have the meaning given in the Addendum or the certain Brokerage General Agent Agreement, Producer Agreement or other similarly styled selling agreements ("Agreement") unless otherwise indicated herein. This Exhibit shall be attached to, and made a part of, the Addendum.

Company and Producer hereby agree to include the following terms and conditions to satisfy applicable privacy laws and regulations:

- a. Each party agrees not to use, disclose, or retain the other's confidential information (CI), and Producer agrees not to use, disclose, or retain personally identifiable information of individuals or households ("Personal Information" or "PI") created, accessed, or received in connection with this Agreement ("Company's PI"), for any purpose other than in the exercise of rights or performance of obligations under this Agreement or outside of the direct business relationship between the parties pursuant to this Agreement. Personal Information or PI shall also be defined by applicable law, including but not limited to, the California Consumer Privacy Act of 2018 ("CCPA"), as amended by the California Privacy Rights Act of 2020 ("CPRA").
- b. To the extent the Agreement permits Producer to disclose Company's PI to Producer's Affiliates, attorneys, accountants, agents, contractors or consultants, such disclosure must be under written obligations of confidentiality and limited use in addition to any other requirements for such disclosure set forth in the Agreement.
- c. Producer shall not sell or share Company's PI. The terms "sell" and "share" shall be defined by applicable law, including, but not limited to, the CCPA and the CPRA, as applicable. Producer shall not combine or update Company's PI with individually identifiable information received from another person or entity.
- d. Each party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that the other party's CI and, in the case of Producer, Company's PI, is not disclosed or distributed by its employees, Affiliates, attorneys, accountants, agents, contractors, consultants or agents in violation of this Agreement. Such care shall include, but not be limited to, Producer's maintenance of appropriate administrative, technical, procedural and physical safeguards to: (i) ensure the security, integrity and confidentiality of Company's CI and PI, (ii) protect against any threats or hazards to the confidentiality, security or integrity of Company's CI and PI, and (iii) protect against unauthorized access to or use of Company's CI and PI. Company shall have the right to inspect and review Producer's practices and policies regarding Company's CI and PI upon reasonable advance notice to ensure Producer is using such information in a manner consistent with applicable law.
- e. To the extent applicable under privacy laws and regulations, Producer shall provide the Services as a service provider, contractor, processor, or any other similar term as defined by applicable law, including but not limited to, the CCPA and CPRA and other state privacy laws. Without limiting any other obligation in this Agreement, Producer shall comply with all applicable obligations and provide at least the same level of privacy protection as required by applicable law. Producer shall notify Company no later than five (5) business days after Producer determines that it can no longer meet those obligations. If Company determines that Producer is using Company's PI in an unauthorized manner, Company shall have the right, upon notice to Producer, to take reasonable and appropriate steps to stop and remediate the unauthorized use of Company's PI without limiting any other right or remedy Company may have under this Agreement. Company shall notify Producer if it receives a consumer request made pursuant to applicable law that Producer must comply with under applicable law, and Company will provide information reasonably necessary for the Producer to comply with the request. Additionally, Producer shall notify any of its service providers, contractors, or processors of such a request. Producer shall cooperate with Company in Company's response to verifiable consumer requests under applicable law and shall forward to Company within three (3) business days of receipt, any request from an individual regarding an individual's PI.

[†]Only Genworth Life Insurance Company of New York is licensed in New York.

Exhibit 1 *Continued*

- f. To the extent Company licenses or sells to Producer de-identified PI for the purposes of the Agreement, Producer acknowledges that the Company's PI has been de-identified and may include Company's PI that has been de-identified in accordance with HIPAA. Producer's re-identification or attempted re-identification of the de-identified PI is prohibited. Unless required by applicable law, Producer shall not further disclose the de-identified information to any third party unless the third party is contractually bound by the same or stricter restrictions and conditions.
- g. Producer shall remain responsible for permitted assignees', subcontractors', and outsourcers' performance pursuant to this Agreement as if Producer performed the Services itself and shall ensure that all such entities and their employees and agents are bound by written obligations to comply with the terms and conditions of the Agreement, including without limitation, the Sections regarding intellectual property and nondisclosure.
- h. The description of services in the Agreement is hereby amended to include the following language:

Business Purpose(s) of Services: The Services described herein are for the below business purpose(s) and Company is disclosing Company's PI only for the limited and specified purposes as set forth below. Further, Producer shall not use, disclose, or retain Company's PI for any purposes other than those specified below or as otherwise permitted by applicable law.

- Performing services on behalf of the business, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the business.
 - Providing advertising and marketing services, except for cross-context behavioral advertising, to the consumer provided that, for the purpose of advertising and marketing, a service provider or contractor shall not combine the personal information of opted-out consumers that the service provider or contractor receives from, or on behalf of, the business with personal information that the service provider or contractor receives from, or on behalf of, another person or persons or collects from its own interaction with consumers.
- i. No Other Amendments; Conflicts. All provisions of the Addendum and Agreement shall remain in full force and effect, except as modified herein. If there is a conflict as to any provision contained in the Addendum and Agreement, then the provisions of this Exhibit shall control.