



New Exhibit to the Multipurpose Confidentiality Addendum and Producer Conduct Rule

February 27, 2023

Effective – Immediately

States – All

Contact: If you have any questions,
please contact us at
PrivacyInfoRequest@genworth.com

We have an important update to share relating to producer contracting. You have either already received or will receive a separate bulletin, where we advise that we have amended the Multipurpose Confidentiality Addendum and Producer Conduct Rule (Addendum). The amendment to the Addendum is attached as Exhibit 1 - State Privacy Law Provisions, which is effective immediately.

As you may be aware, California amended its California Consumer Privacy Act of 2018 with the California Privacy Rights Act of 2020, where the majority of those changes became effective on January 1, 2023.

Most of the personal information you may handle is subject to the Gramm-Leach-Bliley Act (GLBA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), in other words, personal information on policy owners and contract owners. Personal information protected by GLBA and HIPAA are exempted from either all or most of the requirements of this law. However, there may be some personal information you handle that could be subject to the law. As such, we are amending your selling agreement by adding a new exhibit, Exhibit 1 - State Privacy Law Provisions, to the Addendum. The attached Exhibit shall be attached to, and made a part of, the Addendum and is hereby incorporated into your selling agreement with Genworth. The Exhibit is effective immediately.

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Genworth companies include:

Genworth Life and Annuity Insurance Company, Richmond, VA

Genworth Life Insurance Company, Richmond, VA

Genworth Life Insurance Company of New York, New York, NY

Only Genworth Life Insurance Company of New York is admitted in and conducts business in New York.

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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.