



GenworthSM
Financial



GUIDE TO ETHICAL MARKET CONDUCT



A vital element for the success of Genworth Financial is a strong commitment to high standards of business practices and market conduct in the insurance marketplace. Genworth Financial's *Guide to Ethical Market Conduct* lays out the business practices and values that are fundamental to our company and our industry. In this regard, we fully support the Insurance Marketplace Standards Association (IMSA) and have adopted IMSA's Market Conduct Program. The IMSA Principles that are the standards and requirements for membership are enclosed for your reference.

Genworth Financial's Code of Ethical Conduct represents our company's view of how all distributors and employees must operate on a daily basis. This Code, along with IMSA's Principles, creates the foundation of our market conduct philosophy. Please read the enclosed materials carefully and ensure that you understand them.

Thanks in advance for joining me in making a personal commitment to embrace this program and these principles. As distributors and employees of Genworth Financial, we are all responsible for upholding them and ensuring they are part of our culture.

A handwritten signature in black ink, appearing to read "M. Fraizer".

Michael D. Fraizer
President and CEO
Genworth Financial

CODE OF ETHICAL CONDUCT

As a representative (distributor and/or employee) of one or more of the Genworth Financial companies ("Company"), it is my professional responsibility to:

1. Make recommendations and present products based on an analysis of the insurable needs or financial objectives of the customer.
2. Strive to provide each customer with an understanding of the nature of any recommended product and its features, and to provide honest and accurate disclosure for an informed customer purchasing decision.
3. Treat each customer with respect and dignity and protect the privacy of each customer's personal information.
4. Establish and maintain the trust and confidence of every customer by delivering high quality service.
5. Present the Company, its products and the industry in a fair and professional manner.
6. Improve professional skills through continuing education and increased knowledge of industry issues and products.
7. Keep informed of and comply with applicable laws, regulations and Company requirements.
8. Communicate my concerns about activities or conditions that may be in violation of this code.

CODE OF ETHICAL CONDUCT... WHAT IT MEANS

CODE 1: Make recommendations and present products based on an analysis of the insurable needs or financial objectives of the customer.

In making recommendations to a customer, we believe our distributors and employees should have reasonable grounds to believe that the recommendation addresses the customer's insurable needs or financial objectives. Each customer's circumstances should be discussed, including relevant financial information. The customer's need for insurance and investment products should be thoroughly reviewed and values, benefits and costs of existing coverages and products should be considered when making recommendations.

We strongly encourage the use of fact finding and needs analysis tools to assist distributors in determining customers' needs and objectives. A list of recommended financial analysis tools and training on needs-based selling is available from the Company.

CODE 2: Strive to provide each customer with an understanding of the nature of any recommended product and its features, and to provide honest and accurate disclosure for an informed customer purchasing decision.

We believe distributors and employees should have an understanding of the features and operations of the products that are presented and provide customers with information that is consistent with making appropriate buying decisions. Our distributors and employees should clearly identify the product being sold and provide balanced, complete information on features, benefits, costs, limitations and contract terms.

We are committed to providing clear, straightforward and factual sales and advertising materials. Therefore, all advertisements referring to any of the Genworth Financial companies or their products must be approved in writing prior to use.

The advertising approval process, Company standards and related laws and regulations are available from your Company's Compliance Department or by contacting the Genworth Financial Corporate Compliance Department at (804) 662-2780.

It is important that illustrations be used appropriately in sales presentations. To ensure that illustrations contain the required disclosure, only pre-approved illustration systems may be used.

We believe that replacement of an existing insurance or annuity policy must be appropriate for the customer and meet his or her needs or financial objectives. From a customer's perspective, an appropriate replacement is also one that is justified from either an economic or personal standpoint. The provisions, features and benefits of both the current and proposed product should be considered in relation to the client's needs, circumstances and goals. Some examples of the types of provisions that should be considered are: premium rate differences, differences in suicide and incontestability provisions for individual life insurance and pre-existing conditions, waiting periods, elimination periods, and probationary periods for health insurance policies. In addition, factors such as the age and health of the customer must be considered. Distributors are expected to provide all material information that the customer needs in order to ascertain whether replacement of an existing policy or contract is appropriate.

All replacements must be in compliance with applicable regulations and Company rules. Many states require accurate written comparisons of existing and proposed contracts to be provided to the customer when proposing a replacement. Distributors are expected to know and comply with these requirements.

CODE 3: Treat each customer with respect and dignity and protect the privacy of each customer's personal information.

In our normal course of business, we are in a position to accumulate personal information about our clients. We believe our integrity and the confidence entrusted to us by our customers are the foundation on which we build our business success. We acknowledge that customers place their trust in our distributors and employees and that nothing should jeopardize that trust. In addition, we must comply with applicable regulatory requirements governing the use of personal information.

CODE 4: Establish and maintain the trust and confidence of every customer by delivering high-quality service.

We are committed to providing quality products and services. We expect our distributors and employees to make a commitment to our clients to provide and maintain competent sales and service. We promote industry education and require all distributors and employees to have the appropriate qualifications and training to perform their functions.

Maintaining customer trust and confidence requires that we respond promptly and thoroughly to customer complaints. Genworth Financial defines a customer complaint as a written or documented verbal communication received by our Company or its representative which primarily expresses a grievance.

CODE 5: Present the Company, its products and the industry in a fair and professional manner.

We believe that ethical sales practices are essential for success in today's business and regulatory environment. We will not engage in unfair competition, including making disparaging or misleading remarks about a competitor. In the effort to support fair competition, we will make accurate representations of our Company and products to customers. We will comply with all applicable state insurance laws and regulations with respect to competing in the marketplace.

CODE 6: Improve professional skills through continuing education and increased knowledge of industry issues and new products.

We view ongoing education in our industry as fundamental to competent and customer-focused business practices. Education generally consists of current knowledge regarding industry issues, emerging trends, laws and regulations and product information. Various resources are available for distributors and employees to further their professional skills, including the Company, professional trade groups and independent third-party vendors. If you need assistance identifying the appropriate persons in your business to help you improve your professional skills through continuing education, please contact the Genworth Financial Corporate Compliance Department at (804) 662-2780 and we will put you in touch with the appropriate parties.

CODE 7: Keep informed of and comply with applicable laws, regulations and Company requirements.

We are committed to complying with all applicable laws and regulations, our Code of Ethical Conduct and IMSA Principles. Each distributor and employee is expected to adhere to all requirements regarding the sale and marketing of our products. Failure to comply with laws, regulations and Company policies could result in disciplinary actions up to and including termination of the relationship. We will maintain and enforce policies and procedures to reasonably ensure compliance, including a system for monitoring sales practices, effectiveness of training and communicating all Company requirements.

CODE 8: Communicate any concerns about activities or conditions that may be in violation of this Code.

If you have a concern about what constitutes appropriate conduct for you or anyone else, inform the Company of your concern by calling the Genworth Financial Ombudsperson Helpline at (888) 251-4332. We will provide a timely response to questions about appropriate distributor or employee conduct.

Distributors must maintain appropriate licenses and appointments as required by the applicable jurisdictions in which they sell and solicit business. If you are a distributor and your license is lapsed, revoked, or otherwise terminated you should notify us immediately.

Federal law prohibits an individual from engaging in the business of insurance if the individual (a "prohibited person") has been convicted of certain felony crimes. It is Genworth Financial's practice to screen potential distributors and employees in order to identify prohibited persons. If you failed to disclose a previous felony conviction, or if you subsequently are convicted of a felony, contact your Company's Compliance Department or the Genworth Financial Corporate Compliance Department for further instructions. Your conviction may or may not prevent you from representing (or being employed by) a Genworth Financial company - it depends upon the facts and requires a legal analysis.

CONCLUDING REMARKS

For purposes of applying the Code of Ethical Market Conduct and IMSA Principles, we consider distributors to include independent agents, brokers and other types of producers, as well as employees, who are engaged in the solicitation and negotiation of insurance and investment products. Although IMSA membership promotes ethical market conduct for individual life insurance, long-term care insurance, and annuities, it is Genworth Financial's practice to also apply the IMSA Principles to sales and service of other types of products, if applicable.

The Guide to Ethical Market Conduct does not address all situations that may arise in the course of doing business. If you have specific questions or concerns regarding laws and regulations, Company requirements or IMSA Principles that cannot be addressed at a local level, please contact the Genworth Financial Corporate Compliance Department directly.

IMSA PRINCIPLES

PRINCIPLE 1:

To conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would apply to or demand for itself.

- CODE A:* The insurable needs or financial objectives of its customers are determined based upon relevant information obtained from the customer and the company enters into transactions which assist the customer in meeting his or her needs or financial objectives.
- CODE B:* It maintains compliance with applicable laws and regulations.
- CODE C:* In cooperation with consumers, regulators and others, it affirmatively seeks to improve the practices for marketing and sales of covered products.

PRINCIPLE 2:

To provide competent and customer-focused sales and service.

- CODE A:* Its distributors and employees are of good character and business repute, and have appropriate qualifications.
- CODE B:* Its distributors and appropriate company employees are duly licensed, appointed or otherwise qualified under state law.
- CODE C:* Its distributors and employees are adequately trained, as appropriate to the company's distribution system.
- CODE D:* Its distributors and appropriate company employees have adequate knowledge of the company's products and their operation.
- CODE E:* Its distributors and appropriate company employees participate in continuing education.

PRINCIPLE 3:

To engage in active and fair competition.

- CODE A:* The company maintains compliance with applicable state and federal laws fostering fair competition, and requires its distributors and appropriate company employees to refrain from disparaging competitors.
- CODE B:* The company or its distributors and appropriate company employees provide information to customers in a manner consistent with Principle 4 prior to replacing covered products.

PRINCIPLE 4:

To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.

- CODE A:* Presentation of any material designed to lead to sales or solicitation of covered products is done in a manner consistent with the needs of the customer. All such sales or solicitation communications should be based upon the principles of fair dealing and good faith, and will have a sound basis in fact.
- CODE B:* Materials presented as part of a sale are comprehensible in light of the complexity of the product being sold.
- CODE C:* It maintains compliance with applicable laws and regulations related to advertising, unfair trade practices, sales illustrations, and other similar provisions.
- CODE D:* Illustrations or other representations of premiums and considerations, costs, values, and benefits are accurate, fair, complete and contain appropriate disclosures.

PRINCIPLE 5:

To provide for fair and expeditious handling of customer complaints and disputes.

- CODE A:* Complaints are identified, evaluated, and handled in compliance with applicable laws and regulations related to consumer complaint handling.
- CODE B:* Good faith efforts are made to resolve complaints and disputes without resorting to civil litigation.

PRINCIPLE 6:

To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

- CODE A:* It establishes and enforces policies and procedures reasonably designed to comply with the Principles and Code of Ethical Market Conduct.
- CODE B:* There is an adequate system of supervision of the sales and marketing activities of its distributors and appropriate company employees in order to monitor their compliance with these Principles and Code of Ethical Market Conduct and applicable laws and regulations.
- CODE C:* Compliance training sessions are conducted for appropriate company employees on the company's policies and procedures, the Principles and Code of Ethical Market Conduct and applicable laws and regulations.
- CODE D:* It establishes and enforces policies and procedures reasonably designed to monitor compliance with the Principles and Code of Ethical Market Conduct and applicable laws and regulations.

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Genworth Financial, Inc. is a public insurance holding company devoted to protecting lifestyles, providing retirement income, and helping people achieve the dream of home ownership. Our family of insurance companies offers a variety of products including life, annuities, mortgage, and long-term care insurance.

Annex ___
Business Associate Addendum

This Business Associate Addendum (“Addendum”) forms a part of and is subject to that certain Agent Agreement (“Agreement”) referencing this Business Associate Addendum by and between [**Agent full legal name**] (“Agent”) and one or more of the following Genworth Financial companies: Genworth Life Insurance Company, Genworth Life Insurance Company of New York, Genworth Life and Annuity Insurance (collectively “Company”). Unless otherwise stated, this Business Associate Addendum shall apply to all Services provided pursuant to the Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Agreement. Notwithstanding anything else to the contrary in the Agreement, in the event of a conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail.

I. Purpose.

In order to disclose certain information to Agent under this Addendum, some of which may constitute Protected Health Information (“PHI”) (defined below), Company and Agent 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 privacy regulations at 45 C.F.R. Parts 160–164 (“HIPAA Privacy Rule”) and its implementing security regulations at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA Security Standards”). These provisions shall apply to Agent to the extent that Agent is considered a “Business Associate” under the HIPAA Privacy Rule and all references in this section to Business Associates shall refer to Agent.

II. Permitted Uses and Disclosures.

Business Associate agrees to use or disclose Protected Health Information (“PHI”) that it creates for or receives from Company or a Company Affiliate only as follows. The capitalized term “Protected Health Information or PHI” has the meaning set forth in 45 Code of Federal Regulations Section 164.501, as amended from time to time. Generally, this term means individually identifiable health information including, without limitation, all information, data and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This definition shall include any demographic information concerning members and participants in, and applicants for, Company’s or Company’s Affiliates’ health benefit plans. The term “electronic Protected Health Information” or “Electronic Protected Health Information” has the meaning set forth in 45 Code of Federal Regulations Section 160.103, as amended from time to time and generally means PHI that is transmitted or maintained in any electronic media. All other terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Privacy Rule.

A. Functions and Activities on Company’s Behalf. Business Associate is permitted to use and disclose PHI it creates for or receives from Company or a Company Affiliate only for the purposes described in this Addendum or the Agreement that are not inconsistent with the provisions of this Addendum, or as required by law, or following receipt of prior written approval from Company. In addition to these specific requirements below, Business Associate may use or disclose PHI only in a manner that would not violate the HIPAA Privacy Rule if done by the Company.

B. Business Associate’s Operations. Business Associate is permitted by this Agreement to use PHI it creates for or receives from Company or a Company Affiliate: (i) if such use is essential for Business Associate’s proper management and administration; and (ii) as necessary to carry out Business Associate’s legal responsibilities. Business Associate is permitted to disclose PHI it creates for or receives from Company or a Company Affiliate for the purposes identified in this Section only if the following conditions are met:

- (1) The disclosure is required by law; or
- (2) The disclosure is essential to Business Associate's proper management and administration, and Business Associate obtains reasonable assurances in writing from any person or organization to which Business Associate will disclose such PHI that the person or organization will:
 - a. Hold such PHI as confidential and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - b. Notify Business Associate (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

Business Associate shall promptly notify Company upon making any disclosure set forth in this Section.

C. Minimum Necessary Standard. In performing the functions and activities on Company's behalf pursuant to the Agreement, Business Associate agrees to use, disclose or request only the minimum necessary PHI to accomplish the purpose of the use, disclosure or request. Business Associate must have in place policies and procedures that limit the PHI disclosed to meet this minimum necessary standard.

D. Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose PHI it creates or receives for or from Company, a Company Affiliate, or from another business associate of Company or a Company Affiliate, except as permitted or required by this Addendum or the Agreement that are not inconsistent with the provisions of this Addendum, or as required by law, or following receipt of prior written approval from Company.

E. De-identification of Information. Business Associate agrees neither to de-identify PHI it creates or receives from Company or a Company Affiliate or from another business associate of Company or a Company Affiliate, nor use or disclose such de-identified PHI, unless such de-identification is expressly permitted under the terms and conditions of this Addendum or the Agreement and related to Company's activities for purposes of "treatment", "payment" or "health care operations", as those terms are defined under the HIPAA Privacy Rule. De-identification of PHI, other than as expressly permitted under the terms and conditions of the Addendum for Business Associate to perform services for Company, is not a permitted use of PHI under this Addendum. Business Associate further agrees that it will not create a "Limited Data Set" as defined by the HIPAA Privacy Rule using PHI it creates or receives, or receives from another business associate of Company, nor use or disclose such Limited Data Set unless: (i) such creation, use or disclosure is expressly permitted under the terms and conditions of this Addendum or the Agreement that are not inconsistent with the provisions of this Addendum; and such creation, use or disclosure is for services provided by Business Associate that relate to Company's activities for purposes of "treatment", "payment" or "health care operations", as those terms are defined under the HIPAA Privacy Rule.

F. Information Safeguards. Business Associate 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 created for or received from Company or a Company Affiliate. These safeguards must be appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities. Business Associate agrees that these safeguards will meet any applicable requirements set forth by the U.S. Department of Health and Human Services, including (as of the effective date or as of the compliance date, whichever is applicable) any requirements set forth in the final HIPAA security regulations. Upon Company's request, Business Associate will provide Company or a Company Affiliate with access to and copies of documentation regarding such safeguards. Business Associate agrees to mitigate, to the extent practicable, any harmful

effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

III. Conducting Standard Transactions. In the course of performing services for Company, to the extent that Business Associate will conduct Standard Transactions for or on behalf of Company, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. “Standard Transaction(s)” shall mean a transaction that complies with the standards set forth at 45 C.F.R. parts 160 and 162. Further, Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Company that:

- a. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- b. Adds any data element or segment to the maximum defined data set;
- c. Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or
- d. Changes the meaning or intent of the Standard Transaction’s implementation specification.

IV. Sub-Contractors, Agents or Other Representatives. Business Associate will require any of its subcontractors, agents or other representatives to which Business Associate is permitted by this Addendum or the Agreement (or is otherwise given Company’s prior written approval) to disclose any of the PHI Business Associate creates or receives for or from Company or a Company Affiliate, to provide reasonable assurances in writing that subcontractor or agent will comply with the same restrictions and conditions that apply to the Business Associate under the terms and conditions of this Addendum with respect to such PHI. Business Associate shall notify Company of any subcontractors, agents or other representatives to which PHI is disclosed promptly upon such disclosures. Business Associate shall supply a copy of subcontractor or agent’s written contract to Company upon request. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

V. Protected Health Information Access, Amendment and Disclosure Accounting.

A. Access. Business Associate will promptly upon Company’s request make available to Company, a Company Affiliate, or, at Company’s direction, to the individual (or the individual’s personal representative) for inspection and obtaining copies any PHI about the individual which Business Associate created for or received from Company or a Company Affiliate and that is in Business Associate’s custody or control, so that Company or a Company Affiliate may meet its access obligations under 45 Code of Federal Regulations § 164.524.

B. Amendment. Upon Company’s request Business Associate will promptly amend or permit Company or a Company Affiliate access to amend any portion of the PHI which Business Associate created for or received from Company or a Company Affiliate, and incorporate any amendments to such PHI, so that Company or a Company Affiliate may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.

C. Disclosure Accounting. So that Company or a Company Affiliate may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:

1. Disclosure Tracking. Starting April 14, 2003, Business Associate will record for each disclosure, not excepted from disclosure accounting under Section V.C.3(c) below, that Business Associate makes to Company or a third party of PHI that Business Associate creates for or receives from Company or a Company Affiliate, (i) the disclosure date, (ii) the name and member or other policy identification number of the person about whom the disclosure is made, (iii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iv) a brief description of the PHI disclosed, and (v) a brief statement of the purpose of the disclosure (items i– v, collectively, the “disclosure information”). For repetitive disclosures Business Associate makes to the same person or entity (including Company) for a single purpose, Business Associate may provide a) the disclosure information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures and (c) the date of the last of these repetitive disclosures. Business Associate will make this disclosure information available to Company promptly upon Company’s request. Business Associate will provide all disclosure accounting for the types of disclosures outlined in Attachment A

2. Disclosure Reporting. On a monthly basis, for all disclosures required to be tracked pursuant to the above paragraph, Business Associate shall report to Company all information required by the above paragraph, so that Company may meet its obligations under the HIPAA Privacy Rule.

3. Exceptions from Disclosure Tracking. Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this Addendum or Company in writing permits or requires (i) for the purpose of Company’s treatment activities, payment activities, or health care operations, (ii) to the individual who is the subject of the PHI disclosed or to that individual’s personal representative; (iii) to persons involved in that individual’s health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; or (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a Limited Data Set; (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented; and (x) for disclosures prior to April 14, 2003.

4. Disclosure Tracking Time Periods. Business Associate must have available for Company the disclosure information required by this section for the 6 years preceding Company’s request for the disclosure information (except Business Associate need have no disclosure information for disclosures occurring before April 14, 2003).

VI. Additional Obligations for Securing Electronic Protected Health Information. This section regarding Electronic Protected Health Information is effective on the later of April 21, 2005 or the effective date of this Agreement.

A. Development of Safeguards. Business Associate will develop, implement, maintain and use appropriate administrative, technical, and physical safeguards (“Safeguards”), that reasonably and appropriately protect the integrity, confidentiality and availability of, and to prevent non-permitted or violating use or disclosure of, electronic Protected Health Information created, transmitted, maintained or received in connection with the Services to be provided under this Agreement.

B. Scope of Safeguards. Business Associate will document and keep these Safeguards current. These Safeguards shall extend to transmission, processing, and storage of electronic Protected Health Information. Transmission of electronic Protected Health Information shall include transportation of storage media, such as magnetic tape, disks or compact disk media, from one location to another. Upon Company’s request, Business Associate will provide Company or Company Affiliates with access to and copies of documentation regarding such Safeguards.

C. Implementation of Security Standards. Business Associate agrees that by April 21, 2005, it shall fully implement the requirements of the HIPAA Security Standards by:

1. 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 Protected Health Information that it creates, receives, maintains, or transmits on behalf of Company or any Company Affiliate;
2. Ensuring that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
3. Reporting and tracking all Security Incidents as described below. Business Associate will monitor and keep track of any Security Incident. A Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system. Business Associate will report to Company and the affected Company Affiliate(s) any Security Incident that results in (A) unauthorized access, use, disclosure, modification, or destruction of Company's or Company Affiliates' Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make the report to Company's and Company Affiliate's (if applicable) Legal Department within five (5) days after Business Associate learns of such non-permitted or violating use or disclosure, and the report must meet the reporting requirements for breach of privacy obligations as otherwise set forth in this Addendum. For any other Security Incident, Business Associate will provide such report upon Company's request.
4. Making Business Associate'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 covered entity's compliance with the HIPAA Security Standards.

D. Mitigation. Business Associate agrees to take all reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a Security Incident, including any reasonable steps recommended by Company and Company Affiliates. Business Associate agrees to provide to Company and Company Affiliates all information concerning such disclosure or breach as may be reasonably requested by Company.

E. Continuing Security Obligations. Business Associate's obligations to protect the security of the electronic Protected Health Information it created, received, maintained, or transmitted for or from Company and any Company Affiliate will be continuous and survive termination, cancellation, expiration or other conclusion of this Addendum or the Agreement.

F. Access to Company Information Systems. If Business Associate is provided access to any Company or Company Affiliate information system or network containing any electronic PHI, Business Associate agrees to comply with all Company and Company Affiliate policies for access to and use of information from the information systems or network.

VII. Additional Business Associate Provisions

A. Inspection of Books and Records. Business Associate will make its internal practices, books, and records, relating to its use and disclosure of the PHI it creates for or receives from Company or a Company Affiliate, available to Company or a Company Affiliate and to the U.S. Department of Health and Human Services to determine Company's or a Company Affiliate's compliance with 45 Code of Federal Regulations Part 164. Business Associate shall provide to Company a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

B. Reporting of Breach of Privacy Obligations. Business Associate will provide written notice to Company of any use or disclosure of PHI that is neither permitted by this Addendum nor given prior written approval by Company within seven days after Business Associate learns of such non-permitted use or disclosure. Business Associate's report will at least:

- (i) Identify the nature of the non-permitted use or disclosure;
- (ii) Identify the PHI used or disclosed;
- (iii) Identify who made the non-permitted use or received the non-permitted disclosure;
- (iv) Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures;
- (v) Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
- (vi) Provide such other information, including a written report, as Company may reasonably request.

C. Amendment. Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to PHI, including, but not limited to the HIPAA privacy and security regulations, this Addendum and the Agreement will automatically be amended so that the obligations they impose on Business Associate remain in compliance with these regulations.

In addition, to the extent that new state or federal law requires changes to Business Associate's obligations under this Addendum, this Addendum shall automatically be amended to include such additional obligations, upon notice by Company to Business Associate of such obligations. Business Associate's continued performance of services under the Agreement shall be deemed acceptance of these additional obligations.

D. Audit and Review of Policies and Procedures. Business Associate agrees to provide, upon Company's request, access to and copies of any policies and procedures developed or utilized by Business Associate regarding the protection of PHI. Business Associate agrees to provide, upon Company's request, access to Business Associate's internal practices, books, and records, as they relate to Business Associate's services, duties and obligations set forth in this Addendum and the Agreement(s) under which Business Associate 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. Business Associate agrees to provide notice to Company of any subpoena or other legal process seeking PHI received from or created on behalf of Company or a Company Affiliate. Such notice shall be provided within forty-eight (48) hours of Business Associate's receipt of such subpoena or legal process.

F. State Law. Where the mandatory terms of the HIPAA Privacy Rule or this Addendum conflict with obligations imposed under *state law* (as defined in the Privacy Rule) relating to the privacy of individually identifiable health information and state law is *more stringent* (as defined in the Privacy Rule) than this Addendum or the Privacy Rule, Business Associate shall follow the state law with regard to the proper uses and disclosures of PHI. However, prior to taking any action in furtherance of a state law that Business Associate has interpreted is contrary to and more stringent than this Addendum or the Privacy Rule, Business Associate shall notify Company in writing of its interpretation. If Company disagrees with the Business Associate's interpretation and believes either that Business Associate is able to comply with state law and this Addendum (and the Privacy Rule), or that the Privacy Rule (and not state law) controls

the use and disclosure of protected health information, then Company's interpretation shall prevail with respect to the creation, receipt, use or disclosure of PHI in connection with the services provided by Business Associate to Company under the Agreement(s) .

G. Termination. In addition to the termination rights set forth in the Agreement, Company (and not any Company Affiliate) shall have the right to terminate the Agreement immediately if Company, in its sole discretion, determines that Agent has breached any of the provisions of this Addendum. In addition to the termination rights set forth in the Agreement, Company or any Company Affiliate that is a party to an affected Work Order shall have the right to terminate the Work Order immediately if Company or Company Affiliate, as the case may be, in its sole discretion, determines that Agent has breached any of the provisions of this Addendum with respect to such Work Order. The terminating party may exercise its rights pursuant to this Section by providing Agent with written notice of termination, stating the breach of this Addendum. Alternatively, and in the sole discretion of the terminating party, the terminating party may choose to provide the Agent with written notice of the existence of the breach and provide Agent with thirty (30) calendar days to cure such breach upon terms acceptable to the terminating party in its sole discretion. Failure by Agent to cure said breach in the manner set forth above shall be grounds for immediate exercise of the terminating party'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.

Attachment A

The disclosures for which Business Associate must provide an accounting:

1. Disclosures to the U.S. Department of Health and Human Services;
2. Disclosures for public health activities and purposes (*e.g.*, to report disease, child abuse, or neglect);
3. Disclosures for health oversight activities (*e.g.*, in connection with audits; civil, administrative, or criminal investigations or proceedings; licensure; or government benefit programs);
4. Disclosures for judicial and administrative proceedings (*e.g.*, with respect to court or administrative orders; subpoenas; discovery requests);
5. Disclosures for law enforcement purposes except as stated in Section III.C.3.c.(vi) above (*e.g.*, to report evidence of a crime committed on Business Associate's premises);
6. Disclosures about deceased persons;
7. Disclosures for cadaveric organ, eye, or tissue donation;
8. Disclosures for research purposes;
9. Disclosures to avert a serious threat to health or safety;
10. Disclosures for certain specialized government functions (*e.g.*, in connection with military commands); and
11. Disclosures for workers' compensation.

Agent Agreement

Genworth Financial
Sales and Marketing
700 Main Street • Lynchburg, VA 24504

<i>Name of Agent:</i> _____	<i>Address of Agent:</i> _____ _____
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This is an agreement (the "Agreement") made by and among the Genworth Financial insurance companies included on the signature pages to this Agreement (individually, the "Company") and you, *the above named Soliciting Broker/Agent*, executed and effective as of the date signed by the Company as shown on the signature pages of this Agreement. Both you and the Company promise to comply with the terms of this Agreement, any addendums and/or amendments to this Agreement, the Business Associate Addendum, and your Sales Compensation Plan(s) and any addendums and/or amendments to them. This Agreement supercedes all prior verbal and written agreements between Company and you as to new business received by the Company from you after this Agreement becomes effective.

SECTION I – DEFINITIONS

1. When used in this Agreement, the terms listed below have the following special meanings:
 - (a) **"Affiliate"** means any company, person or corporation controlled by or under common control with the Company at any time while this Agreement is in effect.
 - (b) **"Agent"** means the party contracting with the Company as soliciting broker/agent under this Agreement, your employees, affiliates and subsidiaries, employees of affiliates and subsidiaries, and insurance producers and brokers acting in your name who are appointed by Company to sell Products. "You" or "your" refers to the Agent.
 - (c) **"Business Associate Addendum"** means that addendum attached hereto and made a part hereof that governs the conduct of the parties only as it pertains to those Products covered by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
 - (d) **"Products"** means insurance and annuities policies/certificates, and riders or endorsements thereto offered by the Company, which are identified on your Sales Compensation Plan(s).
 - (e) **"Records and Materials"** means all records, files, manuals, forms, materials, supplies, stationery, literature, seminar materials, computer software, diskettes, licenses, papers and books that the Company or an Affiliate furnishes, licenses or leases to you for use, in connection with your performance under this Agreement or with the Products.
 - (f) **"Sales Compensation Plan(s)"** means the document(s) attached hereto and made a part hereof as amended and published from time to time by the Company which describe(s), among other matters:
 - [i] the Company's Products that you are eligible to sell;
 - [ii] the payment of commissions or other compensation;
 - [iii] the imposition of penalties and chargebacks;
 - [iv] production requirements, if any; and;
 - [v] any special compensation rules published by the Company on special class extra premiums, waived or commuted premiums, advance premiums, premium refunds, conversions, replacements, reinstatements or other special situations defined by the Company.

Sales Compensation Plans do not include incentive compensation programs(s) that may be developed by the Company from time to time and communicated to you or eligible independent contractors in the Company's sole discretion.

SECTION II – AUTHORITY

1. You are hereby appointed as the Company's agent and authorized to do the following, which is the extent of your authority:
 - (a) To solicit applications for Products. You have no exclusive right to solicit the Company's Products. The Company makes no commitment that all policies offered by the Company will be deemed authorized Products hereunder, and reserves the right to appoint other agents. The Company makes no commitment that all policies offered by the Company will be deemed authorized Products hereunder. The Company reserves the right to add or delete

Products available for sale under this Agreement. Any applications you submit are subject to acceptance or rejection by the Company at its Home Office or other facility designated by the Company in writing; and

(b) To collect initial premium payments for Products you solicit, but only through checks payable to the Company if payment is made by check. All premiums you collect shall be the property of the Company, held by you in a fiduciary capacity, and remitted immediately to the Company's designated office.

2. In accepting this appointment and authority, you shall:

(a) Keep complete and accurate records of all transactions pursuant to the requirements of Section IX of this Agreement;

(b) Not to solicit applications for Products unless all licenses or registrations and Company appointments required by law or by the Company are in force and effect;

(c) To fully explain the terms of any Product, make no untrue statements, and state all relevant facts with respect thereto, and to ensure that your Agents fully explain the terms of any Product, make no untrue statements, and state all relevant facts with respect thereto.

(d) To comply with all laws, rules, regulations and Company policies and procedures that apply to your activities under this Agreement, and to keep complete and accurate records of all transactions pertaining to this Agreement;

(e) To promptly deliver: (i) premium receipts in a form approved by the Company, and (ii) Products originating from applications obtained by you, but only when the applicant appears to be in insurable condition and the initial premium (if required) has been duly paid;

(f) To immediately report and remit to the Company or its designee, any initial premium payments you receive originating from applications you obtain, to ensure that all premium checks collected are made payable to the Company, and not to endorse any checks payable to the Company;

(g) To be responsible for and pay all expenses and fees you incur while carrying out the terms of this Agreement;

(h) Not to alter or change the provisions of any Product and not to incur any liability, indebtedness or expense on behalf of the Company;

(i) Not to offer, pay, or allow to be offered or paid, as an inducement to any proposed insured or applicant, a rebate of premiums or any other inducement not specified in the Product (except as may be expressly allowed by law and in compliance with state rules, regulations or guidelines) or attempt to induce any person to surrender, lapse or forfeit any Product sold pursuant to this Agreement except to replace it with another Product of the Company in accordance with Company guidelines. The provisions of this subsection shall survive the termination of this Agreement. Nothing in this subsection shall prevent you or your Agents from recommending the replacement of a Product after conducting a one-on-one meeting with any person for the purpose of assessing that person's financial position and needs to determine whether they are best met by continuing an existing product or another alternative.

(j) That all applications you submit are subject to acceptance or rejection by the Company at its home office;

(k) To be responsible to the Company for all business produced by you and your Agents and for the acts of your Agents and other employees, and to make reasonable efforts, including conducting state or federal required questionnaires and background checks to determine the moral and financial fitness of such agents as well as criminal background investigations, so as to prevent "prohibited persons" (as that term is used in The Violent Crime and Law Enforcement Act of 1994) from providing services or selling Products as contemplated in this Agreement, it being understood by you that this prohibition against prohibited persons may be more restrictive than prohibitions imposed on other industries such as banking and securities and that records of such investigations must be maintained for and provided to the Company in accordance with the provisions of Section VIII and you further agree that you will not recommend any agent for appointment with our Company who does not meet the Company's requirements for appointment which includes, but is not limited to, agents who are identified as "prohibited persons" as outlined above and you additionally agree to provide prompt written notification to Company should you become aware of any acts of your Agents and other employees arising after you conduct a criminal or other background investigation, as provided above. Notwithstanding this paragraph, you will require your Agents to furnish to the Company any additional state mandated information or requirements;

(l) To be responsible for ensuring and documenting that all Agents have satisfied applicable continuing education requirements, if any.

(m) To deliver to the Company evidence of any claim for benefits under Products immediately upon receipt;

(n) With respect to diskettes, compact disks or other software ("Software") supplied to you by the Company:

[i] not to make any modifications to such Software;

[ii] to update such Software with any required current information upon notice thereof by the Company or its marketing affiliates;

[iii] not to reproduce such Software except for back-up purposes or where more than one computer is used on your premises; and

[iv] not to transfer, rent, sell or in any way make available such Software to anyone without the prior consent of the Company; and

(o) To maintain liability insurance against claims for damages based on actual or alleged professional errors or omissions at all time during the term of this Agreement in an amount and with an insurer reasonably acceptable to the Company, unless excused from maintaining such insurance by the Company in writing because you are only selling Products for the Company with respect to which the Company's policies do not require such insurance. Proof of such insurance coverage shall be furnished to the Company upon request, and you shall notify the Company immediately if for any reason such insurance coverage ceases to be in effect.

(p) Not to engage in any efforts to systematically replace Products issued by the Company pursuant to this Agreement with other insurance products, directly or indirectly, or to encourage any agents or other persons to do so, either during or after termination of this Agreement. Nothing in this subsection shall prevent you or your Agents from recommending the replacement of a Product after conducting a one-on-one meeting with any person for the purpose of assessing that person's financial position and needs to determine whether they are best met by continuing an existing product or another alternative.

(q) Consistent with the recommendation of the Insurance Marketplace Standards Association, and to the extent reasonably feasible, use reputable performance/financial needs analysis tools.

- (r) Comply with the rules and procedures of the Company's Anti-Money Laundering, as published and amended from time to time by the Company, including without limitation, meet applicable training requirements and cooperate with the Company with the filing of Suspicious Transactions Reports.

SECTION III – INDEPENDENT CONTRACTOR

1. For any and all purposes, You are an independent contractor with respect to the Company and not an employee, for all purposes including but not limited to state or federal income tax, Social Security, worker's compensation and unemployment compensation. Nothing in this Agreement shall be interpreted as creating an employer/employee relationship between the Company and you. You agree to accept any responsibilities placed on an independent contractor by any statute, regulation, rule of law, or otherwise.
2. You decide whom to choose as business prospects and when and where to conduct your working activities. You acknowledge that you set your own business hours.
3. As an independent contractor, you are responsible for paying all present or future taxes, duties, assessments, agent appointment fees, and any governmental charges related to this Agreement.
4. Except as specifically provided for herein, You neither have the authority to contract for or to bind the Company in any manner nor shall you represent yourself as having the authority to act on behalf of the Company.

SECTION IV – COMPENSATION

1. The Company or its duly authorized representative, who may be a General Agent or Brokerage General Agent through whom you are producing your business, will pay you commissions in accordance with the provisions of this Agreement, or of an agreement you enter into with such General Agent.
 - (a) If commissions are payable to you under this Agreement, they will be payable in accordance with your Sales Compensation Plan(s), any amendment(s) thereto, and any amendment(s) to this Agreement.
 - (b) You will receive commissions only for those Products for which an unrevoked Sales Compensation Plan is attached to this Agreement.
 - (c) If commissions are payable to you under an agreement you enter into with a General Agent, no commissions or other compensation will be payable to you from the Company under this Agreement. In such event, your execution of this Agreement reflects your understanding and acceptance of the Compensation provisions under this Section IV of the Agreement, and you thereby release the Company from any and all obligation for compensation as the result of your sale of its Products.
 - (d) If you are a natural person, any commissions due and payable to you at the time of your death or thereafter under this Agreement shall be paid to the executor or administrator of your estate.
 - (e) This is a conditionally vested Agreement subject to the following conditions:
 - [i] If this Agreement terminates for "cause" pursuant to Section VI.1, commissions due or payable on or after the date of termination shall be forfeited at the Company's sole option.
 - [ii] If this Agreement terminates because of the dissolution, insolvency or bankruptcy of your corporation or partnership, no commissions shall be payable hereunder subsequent to the date of dissolution, insolvency or bankruptcy unless the prior consent of the Company has first been obtained, which consent shall not be unreasonably withheld.
2. Charges and Payment
 - (a) Any commissions to which you may be entitled hereunder shall be payable to you only after the due date of the premium and after receipt of the gross premium by the Company at its designated office.
 - (b) No commissions will be payable on account of waived premiums or premiums refunded for any reason. Any commissions received on account of any such premiums shall be promptly returned in full to the Company by you and shall constitute an indebtedness to the Company until returned.
 - (c) If any of the events listed below should occur while this Agreement remains in full force and effect or thereafter, the Company may withhold any commissions that you would otherwise have been entitled to receive or may have become entitled to receive under this Agreement:
 - [i] your suspension while the Company investigates whether cause for terminating this Agreement exists;
 - [ii] your encouragement of any person, directly or indirectly, to terminate an agent agreement with the Company or an Affiliate, without the prior consent of the Company; or
 - [iii] your disclosure or use of any trade secret or other proprietary information of the Company or an Affiliate in competition with or in a manner adverse to the interests of the Company or an Affiliate.Such withholding may continue until the violation has been corrected or the situation has been resolved to the satisfaction of the Company. No interest shall be payable on any amounts withheld hereunder.

If you are found to be guilty of any such wrongdoing, the Company may retain, or charge you for any amount due and unpaid as set forth in a judgment rendered by a court of competent jurisdiction.
 - (d) In addition to other appropriate legal remedies, the Company has the right to apply any commissions payable to you by the Company against any debt you owe the Company or an Affiliate. You hereby grant the Company a first security interest in any and all such commissions.
 - (e) The Company may recover any amounts advanced to you or any amounts paid on your behalf by the Company or an Affiliate, or any amounts charged to you under this Agreement from any commission or other compensation due you from the Company or under any other agreement with an Affiliate but not yet paid. All compensation payable by the Company to you is subject to offsets repay any indebtedness to Company or Affiliate, and you hereby grant Company a first lien all such compensation as security for payment of all such indebtedness, which lien shall survive the termination of this Agreement.

(f) Upon termination of this Agreement, you must promptly pay, on demand, any debt you owe the Company, including any chargebacks payable and remaining due to the Company. Repayment is required even for chargebacks made on or after termination of this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

3. Commission Statements

(a) Except for clerical errors and/or undisclosed material facts, the regular commission statement the Company issues to you shall be deemed to be an accurate and complete record accepted by and satisfactory to you of:

[i] all the commissions the Company owes you, and

[ii] all commission accounts between you and the Company purporting to be covered by that statement.

(b) Acceptance by you of these regular commission statements constitutes full satisfaction and agreement by you as to the amounts and accounts referred to above. The only exceptions shall be in the case of a claim by you to the contrary in writing and received at the Home Office of the Company within the time period set forth in your Sales Compensation Plan(s).

SECTION V – RESTRICTIONS ON YOUR ACTIVITIES

1. Using Information You Acquire

(a) All Records and Materials are the property of the Company or an Affiliate. You agree that you will not reproduce or use or allow the reproduction, distribution or use of the Records and Materials in any manner whatsoever, except pursuant to written Company policy or with the prior written consent of the Company.

(b) You are responsible for the safekeeping of Records and Materials, which shall be open for audit and inspection by the Company at any time during your normal business hours. Upon termination of this Agreement, all Records and Materials remain the Company's property and must be returned to the Company immediately, or, with the consent of the Company, destroyed unless you are required by law to maintain copies of such Records and Materials in your files for a minimum period of time which time period has not yet passed.

2. Advertising and Using the Company Name and Logo

(a) You agree not to publish or distribute any advertising or marketing materials referencing or promoting the Company or the Company's or Affiliate's name, trademarks, servicemarks, products, logo, or services, without first obtaining the prior written approval of the Company to do so. You shall not use the Company's or its Affiliate's name, trademarks, servicemarks, products, logo, or services with respect to any products or services other than Genworth Business and shall not engage in any conduct intended to cause harm to Company's or its Affiliate's name, trademarks, servicemarks or brand. You agree that any and all advertising or marketing materials related to Company's long term care insurance products, or derivatives thereof (i.e. linked benefit products), shall be submitted to Company for approval no less than thirty (30) days prior to the publication of the advertising or marketing material.

(b) You agree not to publish or distribute any advertising materials referencing the Company's name, products, logo, or services, including in any manner which would imply or indicate the offer and/or sale of a security or interest in a security as defined in the Securities Act of 1933, as amended, without first obtaining the prior written approval of the Company to do so.

(c) You further agree to comply with any special advertising guidelines published by the Company from time to time.

SECTION VI – TERMINATION

1. The Agreement may be terminated by either party for any reason including failure to meet minimum production requirements in your Sales Compensation Plan(s) and without "cause" by giving the other party at least ten (10) days prior written notice to that effect unless longer if required by law. For "cause" the Company may terminate this Agreement immediately without any prior notice to you.

2. If this Agreement is terminated, the agent appointments for you may be terminated. If any Sales Compensation Plan or Product is eliminated from this Agreement, your Agents' appointments for the sale of those Products may be terminated by the Company or its applicable Affiliate.

3. For purposes of this Agreement, "cause" shall include, but not be limited to, the following:

(a) commission of a fraudulent, dishonest or illegal act adversely affecting the Company or an Affiliate;

(b) withholding or misappropriating funds of the Company, its policyholders or applicants for any reason;

(c) violation of any provision hereunder regarding the making of Records and Materials available for audit and inspection;

(d) voluntarily surrendering your license after being cited for misconduct;

(e) willful violation of the laws, rules or regulations of any jurisdiction or any governmental authority exercising jurisdiction over you; and

(f) willful violation of any material terms or provisions of this Agreement such as the provisions relating to Use of Nonpublic Information and Confidentiality or the Business Associate Addendum.

The Company shall have the right to deem this Agreement to have been terminated for "cause," if, after the Agreement terminates without cause, you violate the provisions of Section II.2(p) of this Agreement.

4. If the Company believes it may have the right to terminate this Agreement for cause, the Company can notify you that it is suspending this Agreement while it investigates whether cause for termination exists. This suspension can be imposed in place of terminating the Agreement, in order to provide time for determining the facts. Until a suspension is withdrawn, it has the same effect on your rights to commissions and other compensation hereunder as does notice of termination for cause. The Company will notify you whether your suspension is to be withdrawn or the Agreement is to be terminated for cause. If the

suspension is withdrawn, all accumulated compensation will be paid immediately. If the Agreement is terminated, the termination shall take effect as of the date you received the notice of suspension, and no further commissions shall be due or payable hereunder for any reason after the date of termination.

5. This Agreement terminates automatically in the event:
 - (a) if you are natural person, you die, retire or become totally and permanently disabled (you shall be considered totally and permanently disabled if, by reason of a physical or mental condition, you are unable to perform your natural obligations and duties under this Agreement), or
 - (b) any license or registration you are required to maintain under the terms of this Agreement is cancelled or not renewed, or
 - (c) if you are a corporation or partnership, you are dissolved or terminated.
6. If this Agreement terminates pursuant to this Section VI for "cause," you agree to and hereby do release the Company from any claim for commissions, profits, anticipated profits or earnings hereunder, other than for commissions already earned under this Agreement on the date of termination. You further acknowledge and agree that you have no claim for a refund or reimbursement of any funds you have advanced or expenses you have paid or incurred in connection with your responsibilities under this Agreement, unless the Company specifically authorized a reimbursement, in writing, prior to termination of this Agreement.
7. Upon termination of this Agreement for other than "cause," Company will continue to provide you with policy information, unless another servicing agent is requested by the policyholder(s).

SECTION VII – INDEMNIFICATION

1. You agree to indemnify and hold the Company and its Affiliates, including the Company's and its Affiliates' officers, directors, employees, agents and/or representatives, harmless from any and all expenses, Attorney fees, costs, causes of action and damages resulting from and in consequence of:
 - (a) The failure by you to remain licensed as required by applicable state insurance law;
 - (b) The negligence, recklessness or intentional misconduct of you or your employees; or
 - (c) Any material violation of the provisions of this Agreement, including but not limited to Section VIII of this Agreement, by you or your employees; or
 - (d) Any alleged misrepresentation or other illegality done by you or your employees.
2. The Company agrees to indemnify and hold you harmless from any and all expenses, Attorney fees, costs, causes of action and damages resulting from and in consequence of:
 - (a) The failure of the Company to remain licensed as required by applicable state insurance law;
 - (b) Any allegation that the Company's insurance contracts are in violation of state insurance laws, or state or federal securities laws;
 - (c) Any alleged misrepresentation or other illegality arising from the Company's approved advertising or sales materials; or
 - (d) The negligence, recklessness or intentional misconduct of the Company or its employees.
3. Without limiting any of its rights to indemnification, the Company may negotiate, settle and/or pay any claim or demand against any of the parties identified in Subsection VII.1 to which You owe an obligation of indemnification. The Company is entitled to reimbursement for any amount paid plus any and all fees and expenses incurred in investigating, defending against and/or paying the claim or demand.
4. You shall immediately notify the Company in writing of any complaint or grievance relating to the Products including, but not limited to, any complaint or grievance arising out of or based on advertising, promotional materials, or sales literature approved by the Company or the marketing, promotion, or sale of the Products. You shall promptly furnish all relevant, non-privileged written materials requested by the Company or its Affiliate in connection with the investigation of any complaint or grievance relating to the Products and will cooperate in the investigation in connection with such complaint or grievance. The Company or its Affiliate will notify You in a timely manner of any complaint or grievance arising out of, or relating to, or based on this Agreement.
5. You shall immediately notify the Company in writing of any (i) investigation or examination by any state, federal, or other regulatory organization regarding the marketing, promotion, and sales practices relating to the Products, or (ii) pending or threatened litigation regarding the marketing, promotion, and sales practices relating to the Products.
6. The provisions of this Section VII shall survive the termination of this Agreement.

SECTION VIII – USE OF NON-PUBLIC INFORMATION; CONFIDENTIALITY

1. Definitions. When used in this Section VIII, the terms listed below shall have the following special meanings:
 - (a) "Consumer" means an individual who seeks to obtain, obtains or has obtained insurance or other financial product or service from Company pursuant to this Agreement, 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 (i) provided by or on behalf of a Consumer to Company, including information obtained by you, and (ii) resulting from Company's transactions or services related to a transaction with the Consumer. Consumer Information includes all lists 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.
2. Confidentiality Obligations. Except as expressly authorized by prior written consent of the disclosing party, each party shall:
- (a) use and disclose Consumer Information in accordance with all applicable Laws and the privacy policies of each party hereto.
- (b) limit access to any of the disclosing party's Confidential Information and Consumer Information to its partners, shareholders, officers, directors, employees, representatives, agents, advisors, affiliates or representatives of its agents or advisors who have a need to know in connection with this 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 Agreement; 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 redisclose 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 Agreement, 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 this 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 Agreement.
- (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 which could result in substantial harm or inconvenience to any Consumer.
- (g) comply with the **Business Associate Addendum** with respect to the solicitation, sale and servicing of any insurance product, including long term care and Medicare Supplement products, to extent such products are covered by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
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 that:
- [i] was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the nondisclosing party or violation of this Agreement;
 - [ii] was lawfully received by the nondisclosing party from a third party free of any obligation of confidence of such third party;
 - [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 agents of the nondisclosing party without reference to or use of the Confidential Information disclosed under this Agreement.
- (c) Notwithstanding any provision in this Agreement to the contrary, nothing herein shall prevent the Company, an Agent or your general agent from disclosing to a potential insured or owners the existence, amount or components of any compensation an Agent or your general agent is eligible to receive or receives for the sale and servicing of the Company's products. All Agents hereby agree to comply with all legal and regulatory requirements and Company policies and procedures concerning the disclosure of the Agent's or your general agent'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. Equitable Relief. Each party agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. 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 Agreement without the requirement of posting a bond or other security.
5. 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.
6. Term. The provisions of this section shall survive termination of this Agreement.

SECTION IX – RECORD KEEPING AND AUDITS

1. You agree to keep appropriate records of the services provided under this Agreement as required by Law or as reasonably requested by Company in accordance with its policies, procedures and standards. In conjunction with this requirement, you agree that Company can audit, at times reasonably agreed to by the Company and you, your compliance with record keeping requirements. Further, you agree that the Company can request access to and copies of any policies and procedures developed or utilized by you regarding these records upon reasonable request of the Company.
2. In conjunction with Section II.2(k), you agree to provide the Company with documentation showing compliance with applicable background check laws and regulations on any individual employee agents that the Company may identify every quarter. Except as stated in Section IX(3) below, Company agrees that the number of employee agents identified for such quarterly audit checks shall be reasonable in number.
3. You agree to cooperate with the Company and provide the Company with documentation relevant to any regulatory examination or investigation of the Company, such as market-conduct exams or other investigations, by state insurance regulators or other state or federal regulators. You agree to provide to the Company within forty-eight (48) hours of your receipt of a request by the Company that is made as part of or in connection with a regulatory examination or investigation documentation including but not limited to documentation related to: any provision of this Agreement, Agent background checks as described in Section II(2)(k) and Agent continuing education.

SECTION X – MISCELLANEOUS PROVISIONS

1. Any notice to the Company under this Agreement must be given by mail or in person to the Company at its Home Office or other designated location. Any notice to you under this Agreement is deemed to have been given on the date delivered to you in person or mailed to your last known address on file with the Company.
2. The Company reserves the right, in its sole discretion, without prior notice, to withdraw or modify Products, including but not limited to the premium rates charged and the benefits provided, and to change the underwriting guidelines or practices for Products at any time, and may unilaterally amend your Sales Compensation Plan(s). Such changes will only be made effective only on a prospective basis beginning on the effective date of such changes. Changes to incentive compensation plans, if any, may be made by the Company at any time in the Company's sole discretion.
3. You and the Company both acknowledge that no oral or written representations were made about this Agreement or about the relationship between you and Company that are not set forth in this Agreement and that this Agreement constitutes the entire contract between you and the Company regarding the subject matter hereof. Your rights and the Company's rights are governed only by this written Agreement and by any other subsequent written agreements or amendments hereto executed in accordance with the terms and provisions hereof. This Agreement may only be amended in writing. No oral representations or promises shall be binding on the Company.
4. This Agreement supersedes any agency agreement between the parties, which was in effect immediately prior to the effective date of this Agreement. However, this provision does not impair your right to any compensation payable under such prior agreement. You may not assign this Agreement or any payment you become entitled to receive hereunder without the Company's prior written consent, and any attempt to do so shall be void.
5. If the Company waives any provision of this Agreement, the waiver shall apply only to that provision, and not to any other provision(s) of this Agreement. No waiver shall be effective unless it is in writing and signed by a duly authorized officer of the Company.
6. All notices or other communications given under this Agreement may be made by guaranteed overnight delivery, telecopy (including facsimile transmission) or certified mail. Notice is effective when mailed to the last known address of the party on file with the other party, if different from the address shown above.
7. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
8. You agree to give the Company advance notice of all changes in your management or ownership. The Company reserves the right terminate this contract if it does not approve of the change in your management or ownership, and this contract cannot be sold, conveyed or otherwise transferred by you or your successors without the express written consent of the Company.

SECTION XI – EFFECTIVE DATE

This Agreement shall take effect as of _____, _____.

In witness whereof you and the Company have entered into this Agreement through duly authorized representatives at the places and on the dates set forth below.

SECTION X - SIGNATURE PAGE(S). The Signature Page(s) to this Agreement immediately follows this Section.

SIGNATURE PAGE - To Agent Agreement

In witness whereof, you and the Company have entered into this Agreement through duly authorized representatives at the places and on the dates set forth below.

Please sign under Agent Section ONLY. Company Signature Blocks To Be Completed by Company

Agent

By: _____

Title: _____

Name: _____
(Print or Type) (Print or Type)

Date: _____

Genworth Life Insurance Company
of New York

By: _____

Title: _____

Name: _____
(Print or Type) (Print or Type)

Date: _____

Genworth Life Insurance Company

By: _____

Title: _____

Name: _____
(Print or Type) (Print or Type)

Date: _____

Genworth Life and Annuity Insurance
Company

By: _____

Title: _____

Name: _____
(Print or Type) (Print or Type)

Date: _____

PRODUCER APPOINTMENT INFORMATION FORM (PIF)

Please complete a separate PIF form for each party requesting an appointment. Do not combine business entity (firm/agency) appointment requests with individual information, or officer/principal information.

1. FORM PURPOSE

- Initial Appointment/Additional Company Appointment (Complete all sections.)
 Additional State Appointment with current companies (Complete sections 3, 5, 8)
 Change Hierarchy (Complete sections 3, 4, 8)

2. TYPE OF APPOINTMENT (Check ONLY one)

- Individual (complete 3a)
 Business Entity (Firm/Agency) (complete 3b)
 Officer/Principal (complete 3a)

3a. INDIVIDUAL INFORMATION

First Name		Middle Name		Last Name	
Residence Address (No P.O. Box)				City	State
				Zip	
SSN #:	NPN# (National Producer Number):	Date of Birth:(mm/dd/ccyy)		Gender <input type="radio"/> F <input type="radio"/> M	
Business Address				City	State
				Zip	
Business Phone ()			Business Fax ()		
Preferred Mailing Address is <input type="radio"/> Residence <input type="radio"/> Business			e-mail Address		

3b. BUSINESS ENTITY (FIRM/AGENCY) APPOINTMENT (Must also complete a separate PIF Form for Officer)

Business Name		Tax ID #			
Business Address			City	State	Zip
			City	State	Zip
Business Phone ()			Business Fax ()		
e-mail Address			Website Address		
Indicate type of taxable entity: <input type="radio"/> Corporation <input type="radio"/> Non-incorporated entity (e.g., Partnership, LLC)					

INFORMATION FOR SECTION BELOW TO BE PROVIDED BY TOP LEVEL AGENT/AGENCY

4. APPOINTING COMPANY AND COMMISSION HIERARCHY INFORMATION (use hierarchy transmittal if applicable)

(Note: Provided you are properly licensed, you may be appointed to sell only those products for which your firm/agency is contracted.)

List the General Agency or Sub Agent's name if the numbers are unknown.

Product Line/Company Name	TOP LEVEL agent/agency number (BGA/MGA)	INTERMEDIATE LEVEL agent/agency number (sub GA, Member Firm)	WRITING AGENT commission plan/schedule	Submitting New Business? (select one)
Fixed Life & Annuity:				
Genworth Life and Annuity Insurance Company*				<input type="radio"/> Y <input type="radio"/> N
Genworth Life Insurance Company				<input type="radio"/> Y <input type="radio"/> N
Genworth Life Insurance Company of NY				<input type="radio"/> Y <input type="radio"/> N
Long Term Care:				
Genworth Life Insurance Company				<input type="radio"/> Y <input type="radio"/> N
Genworth Life Insurance Company of NY				<input type="radio"/> Y <input type="radio"/> N
Variable Life & Annuity:				
Genworth Life and Annuity Insurance Company				<input type="radio"/> Y <input type="radio"/> N
Genworth Life Insurance Company of NY				<input type="radio"/> Y <input type="radio"/> N
Medicare Supplement:				
Genworth Life Insurance Company				<input type="radio"/> Y <input type="radio"/> N
Genworth Life and Annuity Insurance Company				<input type="radio"/> Y <input type="radio"/> N
Linked Benefits (i.e. UL/LTC combo, SPDA/LTC combo):				
Genworth Life Insurance Company				<input type="radio"/> Y <input type="radio"/> N

*Remember to attach Brokerage Authorization

5. APPOINTMENT STATES REQUESTED

Resident License State | List Non-resident State(s) where appointment is requested.

If FL, List Counties in which non-resident appointment is requested (required for in-person solicitation)

If CA for fixed annuity, please provide proof you have completed the annuity training requirement.

If MA or MD for Long Term Care, please submit the appropriate Acknowledgement Form (available at Genworth.com).

For Long Term Care/LTC Partnership products, please provide certification or evidence of required training for states that require this.

6. PREVIOUS NAMES

Please list all other names or aliases you have used in the last 7 years. For additional information, please use section 9 below.

Previous First Name | Previous Middle Name | Previous Last Name

7. BUSINESS PRACTICES

If you answer "Yes" to any questions below, please provide details by using Business Practices Details form.

Table with 12 rows of questions and Yes/No columns. Questions include: 1. Have you ever had an insurance or securities license denied... 2. Has any regulatory body ever sanctioned... 3. Has any state, federal or self-regulatory agency filed a complaint... 4. Has a bonding or surety company ever denied... 5. Has any E&O carrier ever denied... 6. In the past ten years, have you personally filed a bankruptcy... 7. In the past ten years, has any insurance or securities brokerage firm... 8. Are there any unsatisfied judgments, garnishments or liens... 9. Are you in debt to any insurance company? 10. Have you ever been convicted of, or pled guilty or nolo contendere to, any felony or misdemeanor... 11. Are you currently a party to any litigation... 12. Have you ever had an appointment with another insurance company denied or terminated for cause?

8. ACKNOWLEDGMENT

I acknowledge and agree that this PIF is not a contract. I authorize and consent Genworth Financial, Inc. and its affiliates (collectively, "the Company") to obtain such additional background information about me as they deem necessary from time to time through independent investigation, NASD CRD reports and/or through a consumer reporting agency's consumer report (collectively, "Background Reports"). I authorize the Company to share the information contained in this PIF or any other information that the Company may obtain, including Background Reports, with its affiliates for the purposes of establishing my eligibility and/or continuing eligibility for appointment with the Company and its affiliates as well as any other disclosure required by law.

I hereby authorize my employers and other insurance companies I am or have been appointed with to release any and all information that they may have about me, personal or otherwise, to the Company, and I hereby release all such parties from all liability that may result from furnishing the same. I understand and agree that my appointment will, in part be based upon this PIF and the information in such Background Reports, and that any representation herein that is inaccurate or incomplete shall be grounds for termination of my appointment.

I hereby certify under penalty of perjury that the information provided herein is accurate and complete. I have read, understood and agree to comply with the Guide to Ethical Market Conduct.

Signature _____ Date _____

Title _____
(if requesting a Business Entity (firm/agency) appointment or Officer/Principal appointment)

9. ADDITIONAL INFORMATION (use additional page if needed)



Disclosure of Intent to Obtain Consumer Reports

This is to advise you that Genworth Financial, Inc. and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent and/or representative of Genworth Financial, Inc., or one or more of its affiliates.

If requested, the report will be obtained from the investigative consumer-reporting agency named below:

Business Information Group, Inc.
P.O. Box 130
Southampton, PA 18966
(800) 260-1680

If a consumer report is obtained and you reside in a state with a legal requirement to provide a free copy of the consumer report upon request, we will automatically instruct the consumer reporting agency to send you a copy of the report at no charge.

The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

Authorization to Obtain Consumer Reports

I hereby authorize Genworth Financial, Inc. and its affiliates to procure one or more consumer reports and to share the information obtained therefrom with each other with respect to establishing my eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of Genworth Financial, Inc. or one or more of its affiliates.

Date: _____

Signature: _____

Print Name: _____

Title: _____
(If requesting a firm/agency appointment
or officer/principal appointment)

FOR CALIFORNIA RESIDENT AGENTS ONLY

Pursuant to the California Investigative Consumer Reporting Agencies Act, Genworth Financial, Inc. is required to provide you with the summary of provisions listed below.

California Investigative Consumer Reporting Agencies Act Summary of the Provisions of Section 1786.22

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer-reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.