

Genworth Life Insurance Company

Appointment Requirements:

- Complete and Sign Producer Information Form
If Corp: Two Producer Information Forms are required:
one for the Agency, one for the Principal Agent
(Please note: Title of officer is **required** when signing on behalf of agency)
- Review and Sign Commission Advance Addendum
- REQUIRED:** Complete and sign EFT Form and attach void check copy
****Commissions Paid Quarterly if not set up for Direct Deposit!!****
- Attach current copy of Resident State Life License

Pre-Appointment states: NC, GA, KS, LA, MT, PA & WA

Please Return To Your Direct Upline For Processing

Upline Signatures Required:

- PIF
- Commission Advance Addendum



Genworth*
Financial

Genworth Life & Annuity
Genworth Life
Genworth Life of New York
P.O. Box 40008
Lynchburg, VA 24501
Tel: 800 991.5684
Fax: 434 948.5058
producerservices@genworth.com

Producer information and appointment form (PIF) and execution of producer agreement

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

Page 1 of 9

- Please complete a separate PIF for each party requesting an appointment.
- Do not combine business entity (firm/agency) appointment requests with individual information, or officer/principal information.
- **Please print clearly** using blue or black ink, and **initial any corrections** or we may not be able to process your appointment.
- Keep a copy of this form for your records.
- To avoid delays in processing, please return entire document (pages 1-9), as all are required.

Form purpose

- Initial Appointment/Additional Company Appointment** Complete all sections
- Additional State Appointment with current companies** Complete the appropriate appointment information below, the appointment states requested section, and sign and date on page 8
- Change Hierarchy** Complete the appointing company and commission hierarchy information on page 9, then sign and date it

Appointment type entity *Select one*

- Individual
- Officer/Principal
- Incorporated Entity
- Partnership
- LLC
- Other _____

Individual applicant appointment information

Complete this section if you selected **“Individual”** or **“Officer/Principal”** in the Appointment type entity section above.

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

•

Social Security Number (SSN)

National Producer Number (NPN)

•

Date of birth

Gender

•

Female

Male

Residential address *Not a P.O. Box*

•

City

State

Zip

•

Business address

•

City

State

Zip

•

Business phone

Business fax

•

Preferred mailing address *Select one*

E-mail address

•

- Residential
- Business

Previous names *List all other names or aliases you have used in the last 7 years*

•

List **all** previous names. Attach a separate sheet if more space is required for additional names.

Incorporated Entity, Partnership or LLC appointment information

A separate PIF must also be completed for the company officer

Complete this section if you selected **“Incorporated Entity, Partnership or LLC”** in the Appointment type entity section above.

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

Tax Identification Number (TIN)

•

Entity address

•

City

State

Zip

•

Entity phone

Entity fax

•

Website address

E-mail address

•

Producer information and appointment form (PIF)

Appointment states requested

County listings are required in Florida for in-person solicitation.	Resident license state	Non-resident state(s) where appointment is requested
	Counties in which appointment is requested <i>Required in Florida</i>	

For non-pre-appointment states, appointments will not be processed until new business is received.

- Provide certification or evidence of required training for states that require information for long term care insurance/LTC Partnership appointment requests (See training matrix at www.genworth.com/produceronboarding for state specific requirements).
- Provide certification or evidence of required training for states that require information for annuity appointment requests. (See training matrix at www.genworth.com/produceronboarding for state specific requirements).

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

If you answer "Yes" to any of these questions, provide details in the corresponding fields of the **Business practices details section** on pages 3 through 6.

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

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

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

Producer information and appointment form (PIF)

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

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

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

Month and year

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

Action taken and reasons

-
-
-

Your account of the circumstances leading to the situation

-
-

Question 2: Sanction, censure, penalty or other action against you by regulatory body

Month and year

Action taken and reasons

-
-

Nature of the activity resulting in the fine or disciplinary action

-
-

Your account of the circumstances leading to the situation

-
-

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

Month and year

Amount of the fine and/or specific disciplinary action taken

-
-

Nature of the activity resulting in the fine or disciplinary action

-
-

Your account of the circumstances leading to the situation

-
-

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

Month and year

Reason for denial, revocation or payment

-
-

Your account of the circumstances leading to the situation

-
-

Amount of the payment

\$

Producer information and appointment form (PIF)

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

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

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

Nature of the circumstances resulting in the claim

Disposition of the claim

Amount claimed Amount paid by E&O carrier If any

Your account of the circumstances leading to the situation

Question 6: Filing of personal bankruptcy petition or declared bankruptcy in past 10 years Date of discharge mm/dd/yyyy

For Chapter 7, 11 and 12

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

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

Dollar amount discharged Average annual income for the last two years

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

Dollar amount Explanation of obligation

Payment schedule amount Frequency i.e., weekly, monthly, etc.

For Chapter 13

Date of filing mm/dd/yyyy Date of discharge* mm/dd/yyyy

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

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

*If payments are still being made please provide:

Amount Frequency i.e., weekly, monthly, etc.

Projected completion date mm/dd/yyyy Current balance

Average annual income for the last two years

Producer information and appointment form (PIF)

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

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

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

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

.....

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

Reasons

.....

.....

Your specific involvement

.....

Question 8: Unsatisfied judgments, garnishments or liens against you Month and year

Judgments/garnishments

Reason the judgment/garnishment was obtained and your specific involvement

.....

Payment schedule amount Frequency *i.e., weekly, monthly, etc.*

\$

Original amount of the judgment/garnishment

\$

Outstanding amount of the judgment/garnishment

\$

Average annual income for the last two years

\$

.....

Liens

Name of company placing lien Month and year

.....

Reason for the lien and your specific involvement

.....

Original amount of the debt Current balance

\$ \$

Payment schedule amount Frequency *i.e., weekly, monthly, etc.*

\$

Projected completion date *mm/dd/yyyy*

.....

Average annual income for the last two years

\$

.....

Question 9: Debt to any insurance company Month and year debt began

.....

Name of insurance company

.....

Reason for the debt and your account of the situation

.....

Original amount of the debt Current balance

\$ \$

Payment schedule amount Frequency *i.e., weekly, monthly, etc.*

\$

Projected completion date *mm/dd/yyyy*

.....

Average annual income for the last two years

\$

.....

Producer information and appointment form (PIF)

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

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

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

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

.....

.....

Type of conviction *Misdemeanor or felony**

.....

Final disposition *Fine, probation, jail, etc.* Have all requirements been satisfied?

..... Yes No

***If a felony, provide exact statute violated**

.....

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

.....

Question 11: Party to any litigation or a subject of any investigation(s) Month and year litigation began

Litigation

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

.....

.....

How are you directly involved in the litigation?

.....

.....

Amount of damages claimed

\$

Current status of the investigation

.....

Investigation Month and year investigation began

Name and jurisdiction of investigating entity

.....

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

.....

.....

Current status of the investigation

.....

.....

Question 12: Appointment with any insurance company denied or terminated for cause

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

.....

.....

.....

.....

.....

Producer information and appointment form (PIF)

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Disclosure of Intent to Obtain Consumer Reports

Please review and print for your records the 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 may be obtained from one of the consumer-reporting agencies named below or another consumer-reporting agency:

Business Information Group, Inc.

P. O. Box 130
Southampton, PA 18966
800 260.1680

National Insurance Producer Registry

2301 McGee Street
Suite 800
Kansas City, MO 64108-2662
816 783.8468

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.

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.

Producer information and appointment form (PIF)

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

Institution name for deposit

Routing number

Account number

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

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

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

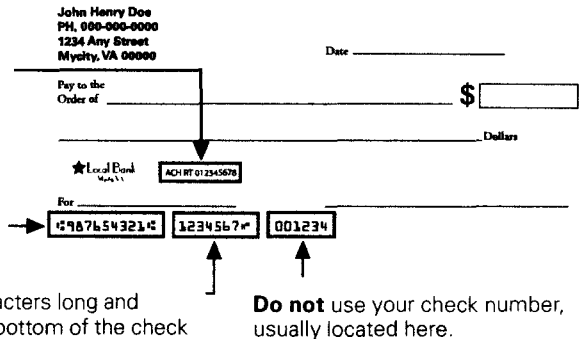
To find the routing and account numbers

For checks with "payable through" under the bank name, please contact the financial institution to help obtain the correct Routing Number.

For checks with an ACH RT (Automated Clearing House Routing) number, please use this routing number.

For all other checks, use the nine-character routing number, which appears between the @ symbols, usually at the bottom left corner of the check.

The account number is up to 17 characters long and appears next to the @ symbol at the bottom of the check and usually to the right of the bank routing number.



This authorization applies to all representative codes and corresponding Genworth Financial companies under the SSN/TIN listed above unless you check "No."

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

Representative code(s)

Acknowledgment and signature

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

The appointment applicant is referred to as "you" and "your" in this section.

By signing below, you

- Certify that you have read, understood, and agree to comply with all provisions contained in the **Producer Agreement** which may be downloaded and printed at: www.genworth.com/produceronboarding. You may also request a copy by calling 800 991.5684.
- Agree to accept official correspondence from the Company electronically, using your last e-mail address known to the Company. You further agree to notify the Company if you change your e-mail address and/or if you can no longer accept electronic communications.
- Acknowledge that you have received and read the '**Disclosure of Intent to Obtain Consumer Reports**' and consent and authorize Genworth Financial, Inc. and its affiliates to obtain additional background information, as we deem necessary, through independent investigation, FINRA CRD reports and/or through a consumer reporting agency's (consumer reporting agencies including but not limited to those identified in the 'Disclosure of Intent to Obtain Consumer Reports') consumer report (collectively, 'background reports').
- Authorize us to share the information contained in this PIF or any other information that we may obtain, including background reports, with our affiliates for the purposes of establishing your eligibility and/or continuing eligibility for appointment with us and our affiliates as well as any other disclosure required by law.
- Authorize your employers and other insurance companies you are or have been appointed with to release any and all information that they may have about you, personal or otherwise, to us and you release all such parties from all liability that may result from furnishing this information.
- Understand and agree that your appointment will, in part be based upon this PIF and the background report information and that any information that you provide that is inaccurate or incomplete shall be grounds for termination of your appointment.
- Acknowledge that you have read, understood and agree to comply with the **Guide to Ethical Market Conduct** at www.genworth.com/produceronboarding. You may also request a copy by calling 800 991.5684.
- If applicable, authorize the selected Genworth Financial company(ies) to automatically transfer funds to your checking account and make adjustments to your account in the event of errors. Additionally, you authorize the named institution to complete these transactions. This authorization is to remain in full force and effect until we receive written notice from you requesting termination or until we have sent you 10-days written notice of our intention to terminate EFT.

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

Signature

Title *If signing for an entity*

Date

X

You must sign here in order for us to process your appointment, and EFT if applicable.

Producer information and appointment form (PIF)

Appointing company and hierarchy information *The Top Level agency (BGA/MGA) must complete this section*

Provided you are properly licensed, you may be appointed to sell only those products for which your firm or agency is contracted.

Select all product lines for which you are requesting appointment and complete each appropriate section. Provide the producer/agency numbers, and commission plan and schedule for each of the Genworth Financial companies listed below. Provide the Top Level agency (BGA/MGA) information beside and under "Top Level" and sub-producer's information under "Intermediary Level."

Please provide information if completing this page only.

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

Producer Name	Code Number	Tax ID/SS number
.....

Fill in Top Level (BGA/MGA) Name Top Level name

.....

Check here if intermediary request

Fixed life & annuity

	Top Level number	Intermediary Level name	Intermediary number	Commission schedule
Genworth Life & Annuity (SPDAs not available)
Genworth Life
Genworth Life of New York

Long term care insurance

	Top Level number	Intermediary Level name	Intermediary number	Commission schedule
Genworth Life
Genworth Life of New York

Linked benefits (i.e., UL/LTC combo, SPDA/LTC combo)

	Top Level number	Intermediary Level name	Intermediary number	Commission schedule
Genworth Life

Medicare supplement

	Top Level number	Intermediary Level name	Intermediary number	Commission schedule
Genworth Life & Annuity
Genworth Life

Top Level (BGA/MGA) acknowledgement and authorization of compensation please sign here.

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

Signature of Top Level (BGA/MGA)	Printed Name	Date
X



Genworth®
Financial

Genworth Life & Annuity
Genworth Life
PO Box 40008
Lynchburg, VA 24506
Tel: 800.991.5684
Fax: 434.948.5058
Producerservices@genworth.com

Commission Advance Addendum

from Genworth Life and Annuity Insurance Company
and Genworth Life Insurance Company

Page 1 of 2

- Please fill in all appropriate information and sign where necessary on page 2 of this form
- **Please print clearly** using blue or black ink
- Keep a copy of this form for your records

Introduction

This Commission Advance Addendum (the “Addendum”) is an Addendum to the Agreement you (the “Producer”) have already signed with the Company(ies) indicated below (the “Producer Agreement”) and establishes the terms and conditions pursuant to which the Company will advance commissions to you.

Terms and Conditions

1. **Advance Covered.** Annualized commissions will be paid only on those Company Products that are determined by the Company, in its sole discretion, to be eligible for advance commissions (term life insurance and ColonySM TermUL products at this time) and that are sold by you through the Immediate Upline/Top Level whose signature guaranteeing repayment of the advances appears below.
2. **Advance Limits.** Commissions due and payable to you will be paid on an advance basis as follows:
 - _____ % of commissions eligible for advance (**Options are 25%, 50% or 75%. Not to exceed 75%**)
 - \$1,500.00 Limit per policy
 - \$35,000.00 Maximum Balance

At no time will the Company advance commissions in excess of the limits shown above. Advances will only be made on paid policies placed in force. Commissions above the limits stated above will be paid on an as earned basis.
3. **Effective Date.** Advances under this Addendum will not apply to any business written or submitted prior to the date of this Addendum or the date that the Company receives and processes this Addendum, if later.
4. **Advance Payment Method.** When a policy eligible for advancement is placed, we will advance to the Producer, subject to the percentage and limits of Section 2, the share of first-year commissionable target premiums (universal life) or annual commissionable premium (term) available to the producer as commissions. The advancement fee will be deducted from the amount advanced (see below).

The commissionable target premium or annual commissionable premium and the Producer’s commission rate are determined by the commission schedules and other documents that according to the records of the Company control the sale of each policy. We will not advance commissions in anticipation of receiving 1035 funds.

The fee for taking advance commissions on a policy is 5.00% of any amounts advanced. This means that you will receive less commission in total by opting to take commission advances under this Addendum.

As an example: Assume a 75% advance limit and 90% producer commission rate. A policy with an annualized commissionable target premium or annual commissionable premium of \$1,200 will have commissions advanced on \$810 (1200 x 75% x 90%) and will incur a cost of \$40.50 (810 x 5.00%).

5. **Advance Account.** Commissions advanced in excess of commission on premiums actually received will be tracked in an advanced commission account (the “Advance Account”). As subsequent first-year premiums are received by the Company, the Advance Account will be reduced by the amount of commission attributable to premiums subsequently received. The Company will not advance any more commissions beyond the Maximum Balance shown above until the Advance Account is reduced below the Maximum Balance cap and then only in the amount below the cap.
6. **Recapture.** At the end of the first policy year, a charge back will be applied against you to the extent the amount advanced to you plus the advancement fee exceeds the amount of first-year commissions you would have received had you not taken advanced commissions.
7. **Repayment Obligation and Guaranty.** You are liable to the Company for any overpayment of commissions that occurs as a result of advances, and you agree that the Company will recapture and/or recoup commissions in accordance with

existing lapse or cancellation rules for inforce policies. By signing below, the Immediate Upline/Top Level guarantees all amounts due from you under this Addendum that remain unpaid after Company has made demand for repayment.

- 8. **Changes.** The Company reserves the right, in its sole discretion and without prior notice, to unilaterally amend the Addendum, including without limitation, adding or removing products available for advanced commissions, changing the amount of compensation available for advances, changing the amount the Company charges for advance commissions, or changing the calculations the Company uses to determine advance commissions. Such changes will only be made effective on a prospective basis beginning on the effective date of such changes.
- 9. **Termination.** Company or the Immediate Upline/Top Level signing below through which you submit your business can terminate advances under this Addendum immediately at their sole discretion by providing written notice to you. Notice will not be effective for the Company until it receives a copy of any termination notice from the Immediate Upline/Top Level. Upon termination of advances under this Addendum, all commission advances shall cease and the Advance Account reduced until there is no balance left.
- 10. **Execution in Counterparts.** This Addendum may be executed in any number of counterpart copies, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

Signatures

IN WITNESS WHEREOF, the parties below have entered into this Agreement as of dates set forth below for each.

Producer	Producer <i>Name of entity or individual</i>	
	.	
	Signature <i>Signed by</i>	Date
	X	.
	Name <i>Printed</i>	Title
	.	.
	E-mail	
	.	

Immediate Upline/ Top Level	By signing below, the Immediate Upline/Top Level hereby accepts responsibility as Guarantor of, and agrees to be jointly and severally liable for, any debts arising from advances made under this Agreement to the Producer signing above.	
	Immediate Upline/Top Level <i>Name of entity or individual</i>	
	.	
	Signature	Date
	X	.
	Name <i>Printed</i>	Title
	.	.
	E-mail	
	.	

Genworth Life Insurance Company	<i>To be completed by Genworth Life Insurance Company</i>	
	Signature	Date
	X	.
	Name <i>Printed</i>	Title
	.	.

Genworth Life and Annuity Insurance Company	<i>To be completed by Genworth Life and Annuity Insurance Company</i>	
	Signature	Date
	X	.
	Name <i>Printed</i>	Title
	.	.

AMENDMENT TO ADD GENWORTH LIFE AND ANNUITY INSURANCE COMPANY TO AGREEMENT FOR LIMITED PURPOSE OF SELLING SURVIVORSHIP UNIVERSAL LIFE

Keep this Amendment with your Agreement.

This Amendment (the "Amendment") to the Agent Agreement (the "Agreement") between you, _____, and certain Genworth Financial Companies (collectively, the "Company") is effective as of the date signed by Genworth Life & Annuity below (the "Effective Date").

WHEREAS you have approached Genworth Life and Annuity Insurance Company ("Genworth Life & Annuity") for the purposes of selling Genworth Life & Annuity's Lifetime Provider SUL policy ("SUL"); and

WHEREAS Genworth Life & Annuity will permit you to sell SUL subject to the terms and conditions of this Amendment.

NOW THEREFORE, the Agreement is hereby amended as of the Effective Date by this Amendment as follows:

1. Genworth Life & Annuity be and hereby is added as Company to the Agreement.
2. You agree that all terms of the Agreement apply to you and your obligations to Genworth Life & Annuity are the same as if all such terms and conditions of the Agreement were recited herein verbatim.
3. Genworth Life & Annuity agrees that all terms of the Agreement apply to Genworth Life & Annuity regarding your sale of SUL.
4. The addition of Genworth Life & Annuity to the Agreement is limited to and done solely for the purpose of making SUL available to you.
5. You hereby agree and understand that no other Genworth Life & Annuity Products may be sold by you other than SUL.
6. You further agree that your advertisements and disclosures about this Genworth Life & Annuity product will focus solely on SUL and not on Genworth Life & Annuity.
7. Compensation for Genworth Life & Annuity's SUL will be as set forth in the Sales Compensation Plan for SUL which is attached hereto and made a part hereof and as may be further amended by Genworth Life & Annuity in its absolute discretion.
8. All terms and conditions of the Agreement not specifically amended herein shall remain unchanged.

[Signature Page Follows]

AGENT: _____

(Printed name of entity or individual)

(Signature)

Title: _____

(If applicable)

Date: _____

To Be Completed by Company

Genworth Life and Annuity Insurance Company

By: _____

Title: _____

Name: _____

(Print or Type)

Date: _____