

Genworth Financial

(Licensing Checklist)

Agent's Name: _____

Appointing Agent/ Agency: _____

Commission Level: _____

List all states to be appointed in: _____

Please submit the appropriate forms:

_____ Producer Information Form

_____ Producer Agreement

_____ Commission Advance Agreement (optional)

_____ Copies of Agent's licenses - All applicable resident and non-resident including both Individual and Corporate

Note: For a corporation (partnership/sole proprietorship), please submit two contracts (one containing the corporation's information and one containing the individual's information). On the corporation's contract, the officer's title (CEO, COO, Senior VP, CFO, President, VP, Treasurer, Secretary, etc.) must be noted after the signature on each form. If the officer's title is not listed, the contract cannot be processed.

Commissions will be paid quarterly if the direct deposit form is not completed. Please remember to attach a void check.

Please fax completed contracts to 916-676-2895 or 916-676-2888



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.

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

Resident license state	Non-resident state(s) where appointment is requested
•	•
Counties in which appointment is requested <i>Required in Florida</i>	
•	

- 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)

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)

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

.....

.....

.....

.....

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.

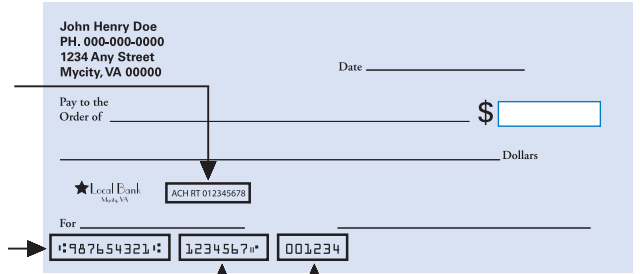
To find the routing and account numbers

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.



Do not use your check number, usually located here.

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 <i>If signing for an entity</i>	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

Producer Agreement

Genworth Financial
P.O. Box 40008
Lynchburg, VA 24501

This is an agreement (this "Agreement") made by and among the Genworth Financial insurance companies signing this Agreement (individually, the "Company") and you, *the above named Producer*, and is effective as of the date signed by the Company 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 Products that are (1) written by you and issued by the Company on or after the effective date of the Agreement, and (2) written through the General Agents that, according to our records, are associated with the Agreement at the time the Company receives the business.

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) **"Producer"** means you, the Producer contracting with the Company under this Agreement who is licensed to market, sell deliver and service the Products. "Producer" also means 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.
 - (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) **"General Agent"** means the party contracted with the Company as a General Agent, through whom you are producing business under this Agreement. General Agents can include, among other things, brokerage general agents, managing general agents, producer marketing groups and independent marketing organizations.
 - (e) **"Products"** means insurance and annuity policies, contracts, certificates, riders and endorsements offered by the Company and identified on your Sales Compensation Plan(s).
 - (f) **"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 to use in connection with your performance under this Agreement or with the Products.
 - (g) **"Sales Compensation Plan(s)"** means the document(s) assigned to this Agreement as provided in Section III, 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.
 - (h) **"You"** and **"your"** refer to the party that is contracting with the Company as a Producer under this Agreement.

SECTION II – AUTHORITY

1. You are hereby appointed 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 may appoint other producers. 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 application you submit is subject to acceptance or rejection by the Company at its home office or other facility designated by the Company in writing.
 - (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.

- (c) To recommend, when permitted to do so, licensed producers to the Company for appointment. The Company, in its sole discretion, may refuse to appoint or terminate an appointment of any such parties recommended. You will provide the Company with all required documentation necessary for verification of the candidate's qualifications as a producer.
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 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) Fully explain the terms of any Product, make no untrue statements, and state all relevant facts with respect thereto, and to ensure that your Producers fully explain the terms of any Product, make no untrue statements, and state all relevant facts with respect thereto;
 - (d) Comply with all laws, rules, regulations and Company policies and procedures that apply to your activities and your Producer's activities under this Agreement, and to keep complete and accurate records of all transactions pertaining to this Agreement;
 - (e) 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 the same insurable condition as stated on the application, you have no reason to suspect a change in a proposed insured's conditions of insurability and the initial premium (if required) has been duly paid;
 - (f) 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) Be responsible for and pay all expenses and fees you incur while carrying out the terms of this Agreement;
 - (h) Not alter or change the provisions of any Product and not incur any liability, indebtedness or expense on behalf of the Company;
 - (i) Not 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 Producers 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) Agree that all applications you submit are subject to acceptance or rejection by the Company at its home office;
 - (k) Be responsible to the Company for all business produced by you and your Producers and for the acts of your Producers. You further agree to provide prompt written notification to Company of any acts of you or your Producers that do not meet the Company's requirements;
 - (l) Be responsible for ensuring and documenting that all Producers have satisfied applicable continuing education requirements, if any;
 - (m) 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 (collectively "Software") supplied to you by the Company;
 - [i] not make any modifications to the Software;
 - [ii] update the Software with any required current information upon notice by the Company or its marketing affiliates;
 - [iii] not reproduce the Software except for back-up purposes or where more than one computer is used on your premises; and
 - [iv] not transfer, rent, sell or in any way make available the Software to anyone without the prior consent of the Company;
 - (o) At all time during the term of this Agreement, maintain, and encourage your Producers to maintain, liability insurance against claims for damages based on actual or alleged professional errors or omissions in an amount and with an insurer reasonably acceptable to the Company. 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) Monitor the repayment of any debt balances arising between the Company and downline Producers to comply with Section IV.2(e) below;
 - (q) Not 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 Producers or other persons to do so, either during or after termination of this Agreement. Nothing in this subsection shall prevent you or your Producers 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;

- (r) Consistent with the recommendation of the Insurance Marketplace Standards Association, and to the extent reasonably feasible, use reputable performance/financial needs analysis tools; and
- (s) Comply with the rules and procedures of the Company's Anti-Money Laundering Policy, 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, Producer 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 will pay you compensation for the sale of a Product according to the terms of this Agreement and the Sales Compensation Plan assigned by the General Agent through whom you produce the business. We will pay compensation as directed by the General Agent, which may be to the General Agent, to you or to both you and the General Agent.
 - (a) To be effective, General Agent instructions regarding compensation must be given to the Company in writing,
 - (b) You will receive commissions only for those Products for which an unrevoked Sales Compensation Plan applies 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, among other things, of the Compensation provisions under this Section IV of the Agreement, and you hereby 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 under this Agreement at the time of your death or thereafter shall be paid to the executor or administrator of your estate or as assigned by you as set forth below.
 - (e) The compensation due under this Agreement is conditionally vested 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 in the Company's sole discretion.
 - [ii] If this Agreement terminates because of the dissolution, insolvency or bankruptcy of your corporation or partnership, no commissions will be payable hereunder after 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. 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 indebtedness to the Company until returned. The Company, in its sole discretion, may recapture, recoup or otherwise demand the return of all compensation paid to you and your Producers on any policy or contract that lapses for non-payment of premiums, is surrendered or is otherwise canceled during the first policy or contract year.
 - (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 a Producer 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.

- (d) In addition to all other legal remedies, all compensation payable by the Company to you is subject to offsets to repay any debt you owe to Company or an affiliate. You hereby grant to the Company a first security interest in all compensation as security for payment of all such indebtedness, which security interest will survive the termination of this Agreement.
- (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. Additionally, the Company may recover from you, without first exhausting its remedies at law, any amounts owed to the Company by you or any Producer submitting business through you under 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) Unless you object to the commission statement as set forth below, you will be deemed to have accepted the commission statement and it will constitute full satisfaction and agreement by you of the amounts and accounts referred to above. To validly contest a commission statement, you must submit a written objection contesting the commission statement to the Company's home office and the Company's home office must receive your objection within the time period set forth in your Sales Compensation Plan(s), or within 30 days after your receive of the commission statement if the Sales Compensation Plans do not specify a time period.
- (c) If the amount due to you as a single compensation payment is less than \$50.00, the commissions may be held by the Company without interest until the next compensation payment schedule in which the amount due to you is greater than \$50.

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.
- (c) To the extent the Company permits you to send Application Documents to the Company in a Company approved electronic format, you agree to:
 - i) Send only true and correct copies of the original Application Documents in your possession and to inform the Company of all alterations on the original Application Documents that will not be visible on the fax or electronic image.
 - ii) Keep all original Application Documents for 90 days, or for a longer period that the Company communicates to you verbally or in writing ("Retention Period").
 - iii) Comply with any Company request for you to send original Application Documents to the Company for audit or for any other purpose.
 - iv) Destroy any original Application Documents that are beyond the Retention Period by shredding or such other method as required by law to ensure that such documents are not legible or capable of being reconstructed.
 - v) Comply with all company requirements for submitting Application Documents electronically, including without limitation, security requirements, audit requirements and instructions for informing the Company of alterations.

For the purposes of this subsection, "Application Documents" means all documents necessary or requested by the Company for the Company to issue a policy or contract, including without limitation applications, supplemental applications, illustrations, disclosures, signed amendments, delivery receipts, policy delivery acknowledgements,

attending physician statements, financial records, and any other documents sent to the Company as part of an application.

2. Advertising and Using the Company Name and Logo

- (a) You shall not publish or distribute any advertising or marketing materials referencing or promoting the Company or the Company's or Affiliate's name, trademarks, service marks, products, logos, 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, service marks, products, logo, or services with respect to any products or services other than Company business and shall not engage in any conduct intended to cause harm to Company's or its affiliate's name, trademarks, service marks or brand. 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 shall not publish or distribute any advertising materials referencing the Company's name, products, logos, 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 shall comply with any special advertising guidelines published by the Company from time to time.

SECTION VI – TERMINATION

- 1. This Agreement may be terminated by either party for any reason without "cause" by giving the other party at least the longer of (a) ten (10) days prior written notice, or (b) the minimum prior written notice required by law. For "cause," the Company may terminate this Agreement immediately without any prior notice to you.
- 2. If this Agreement is terminated:
 - a) The Company is under no obligation to terminate any Producers contracted and appointed through you.
 - b) The Company may assign Producers contracted and appointed through you to other producers or general agents.
 - c) The Company may contract directly with one or more Producers contracted and appointed through you as a general agent.
- 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 may deem this Agreement to have been terminated for "cause," if, after the Agreement terminates without cause, you violate the provisions of this section VI(3) or Section II.2(q) 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, without interest, 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. Additionally, you acknowledge that you do not succeed to any compensation payable to Producers submitting business through you should their agreements with the Company terminate, whether for cause or not.

7. Upon termination of this Agreement for other than "cause," Company will continue to provide you with policy information, unless another servicing producer 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.
 - (e) The Company's attempt to collect any debt you owe the Company that remains unpaid more than 30 days after the Company demands re-payment.
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; or
 - (c) 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 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 and Representations. Except as expressly authorized by prior written consent of the disclosing party, each party shall, and represents and warrants that it has the capacity to:
- (a) use and disclose Consumer Information in accordance with all applicable Laws and the privacy policies of the Company, as amended from time to time.
 - (b) limit access to any of the disclosing party's Confidential Information and Consumer Information to its partners, shareholders, officers, directors, employees, representatives, Producers, advisors, affiliates or representatives of its Producers or advisors who have a need to know in connection with 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 Producers 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, a Producer or your general agent from disclosing to a potential insured or owners the existence, amount or components of any compensation a Producer or your general agent is eligible to receive or receives for the sale and servicing of the Company's products. All Producers hereby agree to comply with all legal and regulatory requirements and Company policies and procedures concerning the disclosure of the Producer's 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. 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.

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. You may not assign or sell 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 - SIGNATURE PAGE(S). The Signature Page(s) to this Agreement immediately follows this Section.

SIGNATURE PAGE - To Producer Agreement

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

Producer

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

Producer Name: _____

Producer Address: _____

Genworth Life Insurance Company

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 and Annuity Insurance Company

By: _____

Title: _____

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

Date: _____

Business Associate Addendum

This Business Associate Addendum (“Addendum”) forms a part of and is subject to that certain Producer Agreement (“Agreement”) referencing this Business Associate Addendum by and between the Producer 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 Company (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 Producer under this Addendum, some of which may constitute Protected Health Information (“PHI”) (defined below), Company and Producer mutually agree to comply with the terms of this Addendum for the purpose of satisfying the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing 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 Producer to the extent that Producer is considered a “Business Associate” under the HIPAA Privacy Rule and all references in this section to Business Associates shall refer to Producer.

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 for 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 to fully comply with 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 Producer 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 Producer 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 Producer 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 Producer with written notice of the existence of the breach and provide Producer with thirty (30) calendar days to cure such breach upon terms acceptable to the terminating party in its sole discretion. Failure by Producer 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.

COMMISSION ADVANCE ADDENDUM

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

1. Advance Limits. Commissions due and payable to Agent will be paid on an advance basis as follows:

_____ % of Eligible Commissions for Advance (Not to exceed 75%)

_____ \$1,500 _____ Limit per Policy

_____ \$35,000 _____ Maximum Balance

At no time will Company advance commissions in excess of the limits shown above to the Agent. Commissions above the per policy limit will be paid on an as earned basis.

2. Effective Date. Advances made will not apply to any business written or submitted prior to the date of this Addendum.

3. Advance Payment Method. The Company will pay advance commission compensation as if paid commissionable first year premiums are received by the Company as one annual premium payment made on an annual mode without regard to modal factors (if the policy pays premiums more frequently than annually). The Company will advance commissions as if the percentage indicated above of one year's annual modal premium was received. For example, a policy with an annual commissionable premium of \$1,200 and a monthly commissionable premium of \$105 will have commissions advanced on \$900 (75% of \$1,200) and create an advance balance of \$945 (75% of 12 x \$105). This advance balance will be cleared on the payment of the ninth monthly premium. Commissionable premium is due at paid inforce policy status and excludes annual policy fees.

4. Advances Covered. Annualized commissions will be paid only on Company Products sold by Agent through their immediate upline, whose signature guaranteeing repayment of the advances made appears below (the "Immediate Upline"). Advances paid under this Addendum will not apply to the expense allowance compensation component for Genworth Life of New York Products.

5. Advance Account. Commissions advanced in excess of premiums actually received will be tracked in an advanced commission account (the "Advance Account"). As subsequent modal premiums are received by the Company on a policy where advance commissions were paid, 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, for example, if all premiums due for the first policy year have not been received, a charge back will be applied against any commissions advanced in excess of the amount of premiums actually received.

7. Repayment Obligation and Guaranty. Agent is liable to Company for any overpayment of commissions that occurs as a result of advances, and Agent agrees that Company will recapture and/or recoup commissions in accordance with existing lapse or cancellation rules for inforce policies. By signing below, Immediate Upline guarantees all amounts due from Agent that remain unpaid after Company has made demand for repayment.

8. Termination. Company or Immediate Upline can terminate advances under this Addendum immediately at their sole discretion by providing written notice to Agent. Upon termination of advances under this Addendum, all commission advances shall cease and the Advance Account reduced until there is no balance left.

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

Signature Page Follows:

AGENT: _____
(name of entity or individual)

By: _____
(signature)

Title: _____
(if other than individual)

Date: _____

By signing below, the Immediate Upline hereby accepts responsibility as Guarantor of, and agrees to be jointly and severally liable for, any debts arising from advances made under this Addendum to the Agent signing above.

IMMEDIATE UPLINE: _____
(name of entity or individual)

By: _____
(signature)

Title: _____
(if other than individual)

Date: _____

**To Be Completed by Company
Genworth Life Insurance Company**

By: _____

Title: _____

Name: _____
(Print or Type)

Date: _____

Genworth Life Insurance Company of New York

By: _____

Title: _____

Name: _____
(Print or Type)

Date: _____