



Genworth[®]
Financial

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Commission Advance Addendum

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

Page 1 of 2

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

Introduction

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

Terms and Conditions

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

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

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

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

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

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

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

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

Signatures

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

Producer

Producer *Name of entity or individual*

Signature *Signed by* Date
X .
 Name *Printed* Title
 . .
 E-mail
 .

**Immediate Upline/
Top Level**

By signing below, the Immediate Upline/Top Level hereby accepts responsibility as Guarantor of, and agrees to be jointly and severally liable for, any debts arising from advances made under this Agreement to the Producer signing above.
 Immediate Upline/Top Level *Name of entity or individual*

Signature Date
X .
 Name *Printed* Title
 . .
 E-mail
 .

**Genworth
Life Insurance
Company**

To be completed by Genworth Life Insurance Company

Signature Date
X .
 Name *Printed* Title
 . .

**Genworth
Life and Annuity
Insurance
Company**

To be completed by Genworth Life and Annuity Insurance Company

Signature Date
X .
 Name *Printed* Title
 . .