

Annuity Quick Quote.com

A Division of Lead Brokerage, LLC

Please complete the following contracting packages and then fax to
Lead Brokerage at (315) 682-0349.

If any questions, concerns or changes to existing contracts may arise, please feel free to
contact Bryan Place or Tom Long at 888-693-8393.

Lead Brokerage
104 Smith Street
PO Box 59
Manlius, New York 13104

Phone: (888) 693-8393

Fax: (315) 682-0349

www.AnnuityQuickQuote.com

Licensed Agents

Dear Fellow Agent- Get appointed and licensed with our General Agency:

The fastest and easiest way to get appointed and/or licensed is to click the insurance company names below and simply download the proper appointment forms that are needed. Upon completion of the paperwork, please fax to (315) 682-0349. If you may have any questions, feel free to call us at (888) 693-8393 to speak with either Bryan Place or Tom Long.

- American National
- First Colony
- Genworth
- Genworth New York
- Great American
- ING/ ReliaStar
- Integrity
- MetLife
- National Integrity
- Presidential Life
- Prudential
- SBLI
- United of Omaha

PRODUCER APPOINTMENT INFORMATION FORM (PIF)

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

1. FORM PURPOSE

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

2. TYPE OF APPOINTMENT (Check ONLY one)

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

3a. INDIVIDUAL INFORMATION

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

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

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

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

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

(Note: Provided you are properly licensed, you may be appointed to sell only those products for which your firm/agency is contracted.)
List the General Agency or Sub Agent's name if the numbers are unknown.

Product Line/Company Name	TOP LEVEL agent/agency number (BGA/MGA)	INTERMEDIATE LEVEL agent/agency number (sub GA, Member Firm)	WRITING AGENT commission plan/schedule	Submitting New Business? (select one)
Fixed Life & Annuity:				
Genworth Life and Annuity Insurance Company*	G3178			<input type="radio"/> Y <input type="radio"/> N
Genworth Life Insurance Company	G3178			<input type="radio"/> Y <input type="radio"/> N
Genworth Life Insurance Company of NY	04574			<input type="radio"/> Y <input type="radio"/> N
Long Term Care:				
Genworth Life Insurance Company				<input type="radio"/> Y <input type="radio"/> N
Genworth Life Insurance Company of NY				<input type="radio"/> Y <input type="radio"/> N
Variable Life & Annuity:				
Genworth Life and Annuity Insurance Company				<input type="radio"/> Y <input type="radio"/> N
Genworth Life Insurance Company of NY				<input type="radio"/> Y <input type="radio"/> N
Medicare Supplement:				
Genworth Life Insurance Company				<input type="radio"/> Y <input type="radio"/> N
Genworth Life and Annuity Insurance Company				<input type="radio"/> Y <input type="radio"/> N
Linked Benefits (i.e. UL/LTC combo, SPDA/LTC combo):				
Genworth Life Insurance Company				<input type="radio"/> Y <input type="radio"/> N

*Remember to attach Brokerage Authorization

5. APPOINTMENT STATES REQUESTED

Resident License State

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

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

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

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

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

6. PREVIOUS NAMES

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

Previous First Name

Previous Middle Name

Previous Last Name

7. BUSINESS PRACTICES

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

	Yes	No		Yes	No
1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?	<input type="radio"/>	<input type="radio"/>	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 5 years after termination of such association?	<input type="radio"/>	<input type="radio"/>
2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="radio"/>	<input type="radio"/>	8. Are there any unsatisfied judgments, garnishments or liens against you?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>	9. Are you in debt to any insurance company?	<input type="radio"/>	<input type="radio"/>
4. Has a bonding or surety company ever denied, paid on, or revoked a bond for you?	<input type="radio"/>	<input type="radio"/>	10. Have you ever been convicted of, or pled guilty or nolo contendere to, any felony or misdemeanor other than a minor traffic offense?	<input type="radio"/>	<input type="radio"/>
5. Has any E&O carrier ever denied, paid claims on, or cancelled your coverage?	<input type="radio"/>	<input type="radio"/>	11. Are you currently a party to any litigation or a subject of any investigation(s)?	<input type="radio"/>	<input type="radio"/>
6. In the past ten years, have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="radio"/>	<input type="radio"/>	12. Have you ever had an appointment with another insurance company denied or terminated for cause?	<input type="radio"/>	<input type="radio"/>

8. ACKNOWLEDGMENT

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

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

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

Signature _____ Date _____

Title _____

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

9. ADDITIONAL INFORMATION (use additional page if needed)



Disclosure of Intent to Obtain Consumer Reports

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

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

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

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

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

Authorization to Obtain Consumer Reports

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

Date: _____

Signature: _____

Print Name: _____

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

FOR CALIFORNIA RESIDENT AGENTS ONLY

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

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

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

FAIR CREDIT REPORTING ACT DISCLOSURE TO CONSUMERS

Mutual of Omaha Insurance Company and its affiliates with which you intend to contract (together, "Mutual of Omaha") will obtain consumer reports for the purpose of serving as a factor in establishing your eligibility for contracting as an insurance producer.

"Consumer Report" means a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living which will be used by Mutual of Omaha, in whole or in part for the purpose of serving as a factor in establishing your eligibility to be contracted as an insurance producer.

This means a credit report, criminal report and report of insurance department regulatory actions will be obtained and reviewed as part of a background investigation in order to determine your eligibility to be appointed.

By signing below, I acknowledge the "Fair Credit Reporting Act Disclosure to Consumers" has been provided to me.

CANDIDATE'S STATEMENT – READ CAREFULLY

Mutual of Omaha is hereby authorized to make any investigation of my criminal record history, insurance department history and credit history through any consumer reporting agency or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted. I understand that this inquiry will include information as to my general reputation, personal characteristics and mode of living.

AUTHORIZATION

I authorize any consumer reporting agency, insurance department, law enforcement agency, the National Association of Securities Dealers, The Securities and Exchange Commission or any other person or organization having any records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such records, data and information to Mutual of Omaha.

I understand that if contracted, this authorization will remain valid as long as I am contracted with Mutual of Omaha.

A photocopy of this authorization shall be considered as effective as the original.

Candidate Signature

Date

Print Name

Business Practices – Details

IF YOU ANSWERED “YES” TO ANY QUESTION(S) IN THE “BUSINESS PRACTICES” SECTION OF THE PRODUCER INFORMATION FORM, PLEASE PROVIDE DETAILS TO THE CORRESPONDING QUESTION(S) ONLY. ATTACH ADDITIONAL PAGES, IF NEEDED.

1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?
Month/Year ____/____
Action taken: (license denial, suspension, cancellation or revocation) _____
Reason for action taken: _____
Your account of the circumstances leading to the situation _____

2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?
Month/Year ____/____
The amount of the fine and/or specific disciplinary action taken _____
The nature of the activity resulting in the fine or disciplinary action _____
Your account of the circumstances leading to the situation _____

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?
Month/Year ____/____
What was the nature of the complaint? _____
What was the disposition of the complaint (i.e. – fine or disciplinary action, etc.) _____
Your account of the circumstances leading to the situation _____

4. Has a bonding or surety company ever denied, paid on, or revoked a bond for you?
Month/Year ____/____
The reason for denial, revocation or payment _____
Your account of the circumstances leading to the situation _____
The amount of the payment _____

5. Has any E&O carrier ever denied, paid claims on, or cancelled your coverage?

Month/Year ____/____

The nature of the circumstances resulting in the claim _____

The disposition of the claim _____

The amount claimed _____

The amount paid by E&O carrier, if any _____

Your account of the circumstances leading to the situation _____

6. In the past ten years, have you personally filed a bankruptcy petition or declared bankruptcy?

For Chapters 7, 11 & 12:

The date of discharge* ____/____/____

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

If business failure, provide type of business and role/relationship in the business _____

The dollar amount discharged _____

Average annual income for the last 2 years _____

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

The dollar amount _____

Explanation of obligation _____

Payment Schedule (amount & frequency) _____

Current balance _____

For Chapter 13:

The date of filing ____/____/____

The date of discharge* ____/____/____

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

If business failure, provide type of business and role/relationship in the business _____

*If payments are still being made please provide:

Amount and frequency _____

Projected completion date _____

Current balance _____

Average annual income for the last 2 years _____

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?

Approximate date of filing ____/____/____

Your position with company _____

officer or directly involved with circumstances leading to filing, please provide:

The reason for filing _____

Your specific involvement _____

8. Are there any unsatisfied judgments, garnishments, or liens against you?

Judgments/Garnishments:

Month/Year ____/____

The reason the judgment/garnishment was obtained & your specific involvement _____

Payment schedule (amount & frequency) _____

The original amount of the judgment/garnishment _____

The outstanding amount of the judgment/garnishment _____

Your average annual income for the past 2 years _____

Liens:

Month/Year ____/____

Name of the company placing lien _____

The reason for the lien & your specific involvement _____

The original amount of the debt _____

The current balance _____

Is there a payment schedule in place (if so, amount & frequency of payments) _____

Projected completion date ____/____/____

Your average annual income for the past 2 years _____

9. Are you in debt to any insurance company?

Month/Year ____/____

Name of the company _____

The reason for the debt & your account of the situation _____

The original amount of the debt _____

The current balance _____

Is there a payment schedule in place (if so, amount & frequency of payments) _____

Projected completion date ____/____/____

Your average annual income for the past 2 years _____

10. Have you ever been convicted of, or pled guilty or nolo contendere ("no contest") to, any felony or misdemeanor other than a minor traffic offense?

Month/Year _____ / _____

Description of the conviction or plea & 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? _____

*If a felony, provide exact statute violated _____

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

11. Are you currently a party to any litigation or a subject of any investigation(s)?

Litigation:

Month/Year litigation began _____ / _____

Circumstances surrounding the litigation including your account of the situation _____

How are you directly involved in the litigation? _____

The amount of damages claimed _____

Current status of the litigation _____

Investigation(s):

Month/Year investigation began _____ / _____

Name and jurisdiction of investigating entity _____

Circumstances surrounding the investigation, including your account of the situation _____

The current status of the investigation _____

12. Have you ever had an appointment with another insurance company denied or terminated for cause?

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

Brokerage Authorization

Genworth Life and Annuity Insurance Company
ATTN: Licensing
P.O. Box 320 • Lynchburg, VA 24505-0320

Please print or type

LICENSE FORMS SHOULD BE ATTACHED IN APPLICABLE STATES.

Agent Name _____
Home Address _____ Phone _____
Business Address _____ Phone _____
Companies Licensed with _____
In What States _____
Current Valid License Number in State Where Application was Signed _____
If Individual, Social Security No. _____ Date of Birth _____
If Business, Employer ID No. _____ Commission Schedule _____

1. The undersigned General Agent hereby authorizes the above named party to function as an Agent, rather than as a Broker, and to take applications for life insurance, to deliver any policies that may be issued, and to collect initial premium payments on such policies in accordance with the rules of Genworth Life and Annuity Insurance Company ("Company"). The Agent IS NOT AUTHORIZED to accept any premiums on the policy other than the initial premium, to alter, modify or discharge any provision of the policy or application, to extend the time of payment of any premium, to accept payment of any past due premium, or to approve any evidence of insurability. No relation of employer and employee is hereby created between the Company and the Agent, or the Company and the General Agent. The Agent is an independent contractor authorized to represent the Company. The Company is responsible for the actions of the Agent within the scope of the Agent's role as an Agent of the Company. Except for the payment of vested commissions, the Company may terminate this Authorization without reason by giving written notice to the Agent and General Agent at their last known addresses.
2. If any such life insurance coverage is placed, the undersigned General Agent authorizes the Company to pay commissions to the Agent out of the General Agent's account in accordance with the above designated Commission Schedule. In so doing the General Agent hereby assigns to the Agent the General Agent's right to such commissions on policies placed by the Agent.
3. All commissions payable hereunder are fully vested in the Agent, but may be divested if the Agent is terminated for cause by the Company or if the Company refunds or waives any premium. When the Company refunds or waives the premiums paid or payable on a policy or any portion thereof, the Company may demand all such sums as have been withheld by, or paid to, the Agent because of such premiums. All such sums if not paid or returned by the Agent, will constitute an indebtedness of the Agent to the Company. Any indebtedness of the Agent to the Company shall be a first lien against any monies payable hereunder. The Company may fix commission rates on policy and rider forms not listed in the Commission Schedule.
4. Commissions will be payable only as premiums become due and are paid to the Company. When premiums are paid in advance, the commissions will be payable one month after the due dates of the respective premiums. No commissions will be paid on any temporary flat extra premium which is required for five years or less. Company rules shall govern the payment of commissions on all policy changes and the payment of commissions on all policies written with benefit and term riders.
5. This Authorization replaces any previous commission arrangement between the General Agent, the Company and the Agent for all applications submitted after the date set forth below. Payment of such commissions will, however, be subject to any existing assignments on file with the Company; except that no assignment of commissions shall be binding on the Company without its prior consent.
6. Any commission payable hereunder after the death of the Agent shall be paid to the assigns of the Agent if any, otherwise to the surviving spouse or executor or administrator of the broker upon receipt of the death certificate and supporting documents.
7. This Agreement shall not be effective until accepted by the Company.

LEAD BROKERAGE, LLC
General Agent Name (Please Print)

Genworth Life and Annuity Insurance Company:
By: Brenda F. Whiskell

General Agent Signature

Title

Senior Vice President

General Agent Code No.

Date



Genworth
Financial

Attn: Licensing
P. O. Box 40010
Lynchburg, Virginia 24508
Tel: 800 981.5684
Fax: 804 281.6300

Electronic funds transfer (EFT) authorization for Commission payments for all product lines

Please check your banking statements for payment activity after signing up for EFT.

Type of request select appropriate company(ies) and indicate type of request

The selected Genworth Financial company(ies) are referred to as "we" and "our" in this authorization.

- Genworth Life and Annuity Insurance Company
 Genworth Life Insurance Company of New York*

- Genworth Life Insurance Company
 IFN Insurance Agency

Select one: New request Change to existing EFT authorization

Representative/agency (payee) information

Payee name

.....

Payee email address

.....

If "No," please provide Representative and Agency code(s), and attach an additional page if more room is needed for multiple codes.

Social Security or Tax I.D. Number (TIN)

.....

Does this authorization apply to all representative codes under this TIN? Yes No

Representative code

.....

Agency code

.....

EFT Information

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

Institution name for deposit

.....

Routing number

.....

Checking account number

.....

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

To find the routing and account numbers

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 6-22 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.

Signature

Your signature indicates that you have read and understood all sections of this form.

If signing for a company, please include your title.

EFT authorization

You (the Payee) 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 this agreement.

Signature of bank account owner

Date

X

*Only Genworth Life Insurance Company of New York is licensed in New York

Agent Agreement

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

Name of Agent:	Address of Agent:
_____	_____
_____	_____

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

SECTION I – DEFINITIONS

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

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

SECTION II – AUTHORITY

1. You are hereby appointed as the Company's agent and authorized to do the following, which is the extent of your authority:

- (a) To solicit applications for Products. You have no exclusive right to solicit the Company's Products. The Company makes no commitment that all policies offered by the Company will be deemed authorized Products hereunder, and reserves the right to appoint other agents. The Company makes no commitment that all policies offered by the Company will be deemed authorized Products hereunder. The Company reserves the right to add or delete Products available for sale under this Agreement. Any applications you submit are subject to acceptance or rejection by the Company at its Home Office or other facility designated by the Company in writing; and
 - (b) To collect initial premium payments for Products you solicit, but only through checks payable to the Company if payment is made by check. All premiums you collect shall be the property of the Company, held by you in a fiduciary capacity, and remitted immediately to the Company's designated office.
2. In accepting this appointment and authority, you shall:
- (a) Keep complete and accurate records of all transactions pursuant to the requirements of Section IX of this Agreement;
 - (b) Not to solicit applications for Products unless all licenses or registrations and Company appointments required by law or by the Company are in force and effect;
 - (c) To fully explain the terms of any Product, make no untrue statements, and state all relevant facts with respect thereto, and to ensure that your Agents fully explain the terms of any Product, make no untrue statements, and state all relevant facts with respect thereto.
 - (d) To comply with all laws, rules, regulations and Company policies and procedures that apply to your activities under this Agreement, and to keep complete and accurate records of all transactions pertaining to this Agreement;
 - (e) To promptly deliver: (i) premium receipts in a form approved by the Company, and (ii) Products originating from applications obtained by you, but only when the applicant appears to be in insurable condition and the initial premium (if required) has been duly paid;
 - (f) To immediately report and remit to the Company or its designee, any initial premium payments you receive originating from applications you obtain, to ensure that all premium checks collected are made payable to the Company, and not to endorse any checks payable to the Company;
 - (g) To be responsible for and pay all expenses and fees you incur while carrying out the terms of this Agreement;
 - (h) Not to alter or change the provisions of any Product and not to incur any liability, indebtedness or expense on behalf of the Company;
 - (i) Not to offer, pay, or allow to be offered or paid, as an inducement to any proposed insured or applicant, a rebate of premiums or any other inducement not specified in the Product (except as may be expressly allowed by law and in compliance with state rules, regulations or guidelines) or attempt to induce any person to surrender, lapse or forfeit any Product sold pursuant to this Agreement except to replace it with another Product of the Company in accordance with Company guidelines. The provisions of this subsection shall survive the termination of this Agreement. Nothing in this subsection shall prevent you or your Agents from recommending the replacement of a Product after conducting a one-on-one meeting with any person for the purpose of assessing that person's financial position and needs to determine whether they are best met by continuing an existing product or another alternative.
 - (j) That all applications you submit are subject to acceptance or rejection by the Company at its home office;
 - (k) To be responsible to the Company for all business produced by you and your Agents and for the acts of your Agents and other employees, and to make reasonable efforts, including conducting state or federal required questionnaires and background checks to determine the moral and financial fitness of such agents as well as criminal background investigations, so as to prevent "prohibited persons" (as that term is used in The Violent Crime and Law Enforcement Act of 1994) from providing services or selling Products as contemplated in this Agreement, it being understood by you that this prohibition against prohibited persons may be more restrictive than prohibitions imposed on other industries such as banking and securities and that records of such investigations must be maintained for and provided to the Company in accordance with the provisions of Section VIII and you further agree that you will not recommend any agent for appointment with our Company who does not meet the Company's requirements for appointment which includes, but is not limited to, agents who are identified as "prohibited persons" as outlined above and you additionally agree to provide prompt written notification to Company should you become aware of any acts of your Agents and other employees arising after you conduct a criminal or other background investigation, as provided above. Notwithstanding this paragraph, you will require your Agents to furnish to the Company any additional state mandated information or requirements;
 - (l) To be responsible for ensuring and documenting that all Agents have satisfied applicable continuing education requirements, if any.
 - (m) To deliver to the Company evidence of any claim for benefits under Products immediately upon receipt;
 - (n) **With respect to diskettes, compact disks or other software ("Software") supplied to you by the Company:**
 - [i] not to make any modifications to such Software;
 - [ii] to update such Software with any required current information upon notice thereof by the Company or its marketing affiliates;
 - [iii] not to reproduce such Software except for back-up purposes or where more than one computer is used on your premises; and
 - [iv] not to transfer, rent, sell or in any way make available such Software to anyone without the prior consent of the Company; and
 - (o) To maintain liability insurance against claims for damages based on actual or alleged professional errors or omissions at all time during the term of this Agreement in an amount and with an insurer reasonably acceptable to the Company, unless excused from maintaining such insurance by the Company in writing because you are only selling Products for the Company with respect to which the Company's policies do not require such insurance. Proof of such insurance coverage shall be furnished to the Company upon request, and you shall notify the Company immediately if for any reason such insurance coverage ceases to be in effect.
 - (p) Not to engage in any efforts to systematically replace Products issued by the Company pursuant to this Agreement with other insurance products, directly or indirectly, or to encourage any agents or other persons to do so, either during or after termination of this Agreement. Nothing in this subsection shall prevent you or your Agents from recommending the replacement of a Product after conducting a one-on-one meeting with any person for the purpose of assessing that person's financial position and needs to determine whether they are best met by continuing an existing product or another alternative.

- (q) Consistent with the recommendation of the Insurance Marketplace Standards Association, and to the extent reasonably feasible, use reputable performance/financial needs analysis tools.
- (r) Comply with the rules and procedures of the Company's Anti-Money Laundering, as published and amended from time to time by the Company, including without limitation, meet applicable training requirements and cooperate with the Company with the filing of Suspicious Transactions Reports.

SECTION III – INDEPENDENT CONTRACTOR

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

SECTION IV – COMPENSATION

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

- (f) Upon termination of this Agreement, you must promptly pay, on demand, any debt you owe the Company, including any chargebacks payable and remaining due to the Company. Repayment is required even for chargebacks made on or after termination of this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
3. Commission Statements
- (a) Except for clerical errors and/or undisclosed material facts, the regular commission statement the Company issues to you shall be deemed to be an accurate and complete record accepted by and satisfactory to you of:
 - (i) all the commissions the Company owes you, and
 - (ii) all commission accounts between you and the Company purporting to be covered by that statement.
 - (b) Acceptance by you of these regular commission statements constitutes full satisfaction and agreement by you as to the amounts and accounts referred to above. The only exceptions shall be in the case of a claim by you to the contrary in writing and received at the Home Office of the Company within the time period set forth in your Sales Compensation Plan(s).

SECTION V – RESTRICTIONS ON YOUR ACTIVITIES

1. Using Information You Acquire
- (a) All Records and Materials are the property of the Company or an Affiliate. You agree that you will not reproduce or use or allow the reproduction, distribution or use of the Records and Materials in any manner whatsoever, except pursuant to written Company policy or with the prior written consent of the Company.
 - (b) You are responsible for the safekeeping of Records and Materials, which shall be open for audit and inspection by the Company at any time during your normal business hours. Upon termination of this Agreement, all Records and Materials remain the Company's property and must be returned to the Company immediately, or, with the consent of the Company, destroyed unless you are required by law to maintain copies of such Records and Materials in your files for a minimum period of time which time period has not yet passed.
2. Advertising and Using the Company Name and Logo
- (a) You agree not to publish or distribute any advertising or marketing materials referencing or promoting the Company or the Company's or Affiliate's name, trademarks, servicemarks, products, logo, or services, without first obtaining the prior written approval of the Company to do so. You shall not use the Company's or its Affiliate's name, trademarks, servicemarks, products, logo, or services with respect to any products or services other than Genworth Business and shall not engage in any conduct intended to cause harm to Company's or its Affiliate's name, trademarks, servicemarks or brand. You agree that any and all advertising or marketing materials related to Company's long term care insurance products, or derivatives thereof (i.e. linked benefit products), shall be submitted to Company for approval no less than thirty (30) days prior to the publication of the advertising or marketing material.
 - (b) You agree not to publish or distribute any advertising materials referencing the Company's name, products, logo, or services, including in any manner which would imply or indicate the offer and/or sale of a security or interest in a security as defined in the Securities Act of 1933, as amended, without first obtaining the prior written approval of the Company to do so.
 - (c) You further agree to comply with any special advertising guidelines published by the Company from time to time.

SECTION VI – TERMINATION

1. The Agreement may be terminated by either party for any reason including failure to meet minimum production requirements in your Sales Compensation Plan(s) and without "cause" by giving the other party at least ten (10) days prior written notice to that effect unless longer if required by law. For "cause" the Company may terminate this Agreement immediately without any prior notice to you.
2. If this Agreement is terminated, the agent appointments for you may be terminated. If any Sales Compensation Plan or Product is eliminated from this Agreement, your Agents' appointments for the sale of those Products may be terminated by the Company or its applicable Affiliate.
3. For purposes of this Agreement, "cause" shall include, but not be limited to, the following:
- (a) commission of a fraudulent, dishonest or illegal act adversely affecting the Company or an Affiliate;
 - (b) withholding or misappropriating funds of the Company, its policyholders or applicants for any reason;
 - (c) violation of any provision hereunder regarding the making of Records and Materials available for audit and inspection;
 - (d) voluntarily surrendering your license after being cited for misconduct;
 - (e) willful violation of the laws, rules or regulations of any jurisdiction or any governmental authority exercising jurisdiction over you; and
 - (f) willful violation of any material terms or provisions of this Agreement such as the provisions relating to Use of Nonpublic Information and Confidentiality or the Business Associate Addendum.

The Company shall have the right to deem this Agreement to have been terminated for "cause," if, after the Agreement terminates without cause, you violate the provisions of Section 11.2(p) of this Agreement.

4. If the Company believes it may have the right to terminate this Agreement for cause, the Company can notify you that it is suspending this Agreement while it investigates whether cause for termination exists. This suspension can be imposed in place of terminating the Agreement, in order to provide time for determining the facts. Until a suspension is withdrawn, it has the same effect on your rights to commissions and other compensation hereunder as does notice of termination for cause. The Company will notify you whether your suspension is to be withdrawn or the Agreement is to be terminated for cause. If the suspension is withdrawn, all accumulated compensation will be paid immediately. If the Agreement is terminated, the termination shall take effect as of the date you received the notice of suspension, and no further commissions shall be due or payable hereunder for any reason after the date of termination.

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

SECTION VII – INDEMNIFICATION

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

SECTION VIII – USE OF NON-PUBLIC INFORMATION; CONFIDENTIALITY

1. Definitions. When used in this Section VIII, the terms listed below shall have the following special meanings:
 - (a) "Consumer" means an individual who seeks to obtain, obtains or has obtained insurance or other financial product or service from Company pursuant to this Agreement, which product or service is intended to be used for personal, family or household purposes.
 - (b) "Consumer Information" means non-public personally identifiable financial and health information as those terms are defined by applicable Laws (i) provided by or on behalf of a Consumer to Company, including information obtained by you, and (ii) resulting from Company's transactions or services related to a transaction with the Consumer. Consumer Information includes all lists of customers, former customers, applicants and prospective customers, and any list or grouping of customers derived from personally identifiable financial or health information that is not publicly available.
 - (c) "Confidential Information" means any data or information regarding market share percentage, production goals, monthly production targets, top producers, actual product production, broker product listings, total sales data of the disclosing party, marketing strategies, strategic plans, financial or operational data, pricing and compensation information, sales estimates, business plans, business relationships, and internal performance results relating to the past, present or future business activities of the disclosing party, its subsidiaries and affiliated companies and the customers, clients, employees and suppliers of any of the foregoing.

- (d) "Laws" mean all applicable requirements of Consumer privacy laws, judicial interpretations, rules and regulations, including but not limited to the Gramm-Leach-Bliley Act.
2. Confidentiality Obligations. Except as expressly authorized by prior written consent of the disclosing party, each party shall:
- (a) use and disclose Consumer Information in accordance with all applicable Laws and the privacy policies of each party hereto.
 - (b) limit access to any of the disclosing party's Confidential Information and Consumer Information to its partners, shareholders, officers, directors, employees, representatives, agents, advisors, affiliates or representatives of its agents or advisors who have a need to know in connection with this Agreement. Confidential Information shall only be used in connection therewith.
 - (c) only use and disclose Consumer Information in order to (i) effect, administer, enforce or process transactions requested by a Consumer; (ii) adhere to certain regulatory requirements; (iii) evaluate each party's performance under this Agreement; or (iv) perform services on behalf of the other including, but not limited to, offering products and/or services to Consumers. Each party shall use Consumer Information disclosed by the other solely for the purposes for which it was disclosed and must not reuse or redisclose information for other purposes, except as permitted or required by applicable Laws and subject to any agreements between the parties.
 - (d) prior to disclosing Consumer Information to an affiliate in order for the affiliate to perform services or functions pursuant to this Agreement, the disclosing party must restrict the affiliate from disclosing Consumer Information.
 - (e) prior to disclosing Consumer Information to a third party in order to perform services or functions under this Agreement, the disclosing party must enter into a written confidentiality agreement requiring the third party to maintain the confidentiality of such information in accordance with the requirements of this Agreement.
 - (f) safeguard all such Confidential Information and Consumer Information it receives by implementing and maintaining appropriate administrative, technical and physical safeguards to: (i) ensure the security and confidentiality of Confidential Information and Consumer Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information and Consumer Information, and; (iii) protect against unauthorized access to or use of Confidential Information and Consumer Information which could result in substantial harm or inconvenience to any Consumer.
 - (g) comply with the **Business Associate Addendum** with respect to the solicitation, sale and servicing of any insurance product, including long term care and Medicare Supplement products, to extent such products are covered by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
3. Exceptions to Confidentiality
- (a) The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Consumer Information that:
 - [i] was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party; or
 - [ii] is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order.
 - (b) The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Confidential Information that:
 - [i] was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the nondisclosing party or violation of this Agreement;
 - [ii] was lawfully received by the nondisclosing party from a third party free of any obligation of confidence of such third party;
 - [iii] was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party;
 - [iv] is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order; or
 - [v] is subsequently and independently developed by employees, consultants or agents of the nondisclosing party without reference to or use of the Confidential Information disclosed under this Agreement.
 - (c) Notwithstanding any provision in this Agreement to the contrary, nothing herein shall prevent the Company, an Agent or your general agent from disclosing to a potential insured or owners the existence, amount or components of any compensation an Agent or your general agent is eligible to receive or receives for the sale and servicing of the Company's products. All Agents hereby agree to comply with all legal and regulatory requirements and Company policies and procedures concerning the disclosure of the Agent's or your general agent's compensation to potential insureds or owners. For the purposes of this paragraph, "compensation" shall be construed broadly to include, without limitation, all commissions, incentive compensation, fees, bonuses, trips and other awards, and any compensation directly or indirectly related to the sale and servicing of the Company's products.
4. Equitable Relief. Each party agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, in addition to all other remedies that each party may have, each party shall be entitled to specific performance and injunctive relief or other equitable relief as a remedy for any breach of this Agreement without the requirement of posting a bond or other security.
5. Audit. Each party may audit the other party's use and disclosure of Confidential Information and Consumer Information, as well as its safeguards to protect Confidential Information and Consumer Information, during regular business hours upon forty-eight (48) hours prior notice.
6. Term. The provisions of this section shall survive termination of this Agreement.

SECTION IX – RECORD KEEPING AND AUDITS

1. You agree to keep appropriate records of the services provided under this Agreement as required by Law or as reasonably requested by Company in accordance with its policies, procedures and standards. In conjunction with this requirement, you agree that Company can audit, at times reasonably agreed to by the Company and you, your compliance with record keeping requirements. Further, you agree that the Company can request access to and copies of any policies and procedures developed or utilized by you regarding these records upon reasonable request of the Company.

2. In conjunction with Section II.2(k), you agree to provide the Company with documentation showing compliance with applicable background check laws and regulations on any individual employee agents that the Company may identify every quarter. Except as stated in Section IX(3) below, Company agrees that the number of employee agents identified for such quarterly audit checks shall be reasonable in number.
3. You agree to cooperate with the Company and provide the Company with documentation relevant to any regulatory examination or investigation of the Company, such as market-conduct exams or other investigations, by state insurance regulators or other state or federal regulators. You agree to provide to the Company within forty-eight (48) hours of your receipt of a request by the Company that is made as part of or in connection with a regulatory examination or investigation documentation including but not limited to documentation related to: any provision of this Agreement, Agent background checks as described in Section II(2)(k) and Agent continuing education.

SECTION X – MISCELLANEOUS PROVISIONS

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

SECTION XI – EFFECTIVE DATE

This Agreement shall take effect as of _____.

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

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

SIGNATURE PAGE - To Agent Agreement

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

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

Agent

By: _____

Title: _____

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

Date: _____

Genworth Life and Annuity Insurance Company

By: _____

Title: _____

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

Date: _____

Genworth Life Insurance Company

By: _____

Title: _____

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

Date: _____

Genworth Life Insurance Company of New York

By: _____

Title: _____

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

Date: _____