

Agent Agreement

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

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

SECTION I – DEFINITIONS

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

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

SECTION II – AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION III – INDEPENDENT CONTRACTOR

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

SECTION IV – COMPENSATION

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

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

3. Commission Statements

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

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

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

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

SECTION V – RESTRICTIONS ON YOUR ACTIVITIES

1. Using Information You Acquire

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

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

2. Advertising and Using the Company Name and Logo

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

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

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

SECTION VI – TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION VII – INDEMNIFICATION

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

SECTION VIII – USE OF NON-PUBLIC INFORMATION; CONFIDENTIALITY

1. Definitions. When used in this Section VIII, the terms listed below shall have the following special meanings:
 - (a) "Consumer" means an individual who seeks to obtain, obtains or has obtained insurance or other financial product or service from Company pursuant to this Agreement, which product or service is intended to be used for personal, family or household purposes.
 - (b) "Consumer Information" means non-public personally identifiable financial and health information as those terms are defined by applicable Laws (i) provided by or on behalf of a Consumer to Company, including information obtained by you, and (ii) resulting from Company's transactions or services related to a transaction with the Consumer. Consumer Information includes all lists of customers, former customers, applicants and prospective customers, and any list or grouping of customers derived from personally identifiable financial or health information that is not publicly available.

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

SECTION IX – RECORD KEEPING AND AUDITS

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

SECTION X – MISCELLANEOUS PROVISIONS

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

SECTION XI – EFFECTIVE DATE

This Agreement shall take effect as of _____, _____.

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

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

SIGNATURE PAGE - To Agent Agreement

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

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

Agent

By: _____

Title: _____

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

Date: _____

Genworth Life Insurance Company
of New York

By: _____

Title: _____

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

Date: _____

Genworth Life Insurance Company

By: _____

Title: _____

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

Date: _____

Genworth Life and Annuity Insurance
Company

By: _____

Title: _____

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

Date: _____