

Genworth Life Insurance

Licensing Checklist

Please complete the following contracting papers. Remember to sign in the required areas. The more complete the application, the sooner it will be approved.

Agents Name:		
Writing Agent Checklist	MES	SSER Use
Complete application to represent Genworth Life Insurance		
Sign Disclosure and Agent agreement		
Sign Commission Advance Addendum		
Attach all state licenses for appointment states		
Attach front page of E&O coverage		
Please Return by Mail or Fax MESSER Financial Group - Attn: Contractir 4301 Morris Park Dr Charlotte, NC 28227 Secure Fax: 800-319-5332 Phone 866-568-9	, •	
For Office Use Only Marketing Rep: Date In: Notes:	Date Out:	



Genworth Life & Annuity Genworth Life Genworth Life of New York P.O. Box 40008 Lynchburg, VA 24506 Tel: 800 991.5684

Fax: 434 948.5058 producerservices@genworth.com

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

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

Page 1 of 9

- Please print clearly using blue or black ink and initial any corrections or we may not be able to process your appointment.
- Keep a copy of this form for your records.

Form purpose

- O Initial Appointment/Additional Company Appointment Complete all sections
- Additional State Appointment with current companies Complete the appropriate appointment information below, the appointment states requested section, and sign and
- O Change Hierarchy Complete the appointing company and commission hierarchy information on page 9, then sign and date it (To be completed by Top Level only)

Individual applic

	○ EFT Setup/Change Complete and	sign page 8 in orde	er to authorize pa	yments		
Individual applicant appoint	ment information					
	Appointment type entity Select one					
	○ Individual ○ Officer/Principal Name First, Middle, Last, Suffix (As it appears on your Residence License) •					
	Social Security Number (SSN)	Required				
	Date of birth	Gender	○ Male			
	Residential address Not a P.O. Box					
	City		State	Zip		
	Business address					
	City •		State	Zip •		
	Business phone	Business fax				
List all previous names. Attach	Preferred mailing address <i>Select one</i> E-mail address <i>Required</i> O Residential O Business •					
a separate sheet if more space is required for additional names.	Previous names List all other names or aliases you have used in the last 7 years •					
Incorporated Entity, Partners	ship or LLC appointment information	n				
	Appointment type entity <i>Select one</i> O Partnership O LLC Other		Entity			
	Entity name As it appears on your Don	nicile State License	_	ion Number (TIN) <i>Required</i>		
	Entity address					
	City		State	Zip		
	Entity phone	Entity fax				
	Website address	E-mail address R	•			
44120PIF 11/15/11	±					

Page 2 of 9

Appointment states requested

	Resident license state	Non-resident state(s) where appointment is requested
	•	•
County listings are required in	Counties in which appointment	is requested Required in Florida
Florida for in-person solicitation.	•	
For non-pre-appointment states, appointments will not be processed until new business is received.	term care insurance/LTC Partn www.genworth.com/produce • Provide certification or evidence	ce of required training for states that require information for long tership appointment requests (See training matrix at ronboarding for state specific requirements). See of required training for states that require information for annuity aining matrix at www.genworth.com/produceronboarding for state

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

If you answer "Yes" to any of			Individua	I/Officer	Ent	tity
these questions, provide details in the corresponding fields of the	1.	Have you ever had an insurance license or securities registration denied, suspended, cancelled or revoked?	○ Yes	○ No	○ Yes	O No
Business practices details section on pages 3 through 6.	2.	Has any state, federal, or self-regulatory agency ever sanctioned, censured, penalized or otherwise disciplined you?	○ Yes	○ No	○ Yes	○ No
If completing for an officer and entity, indicate details for yes answers for each as appropriate.	3.	Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes?	○ Yes	○ No	○ Yes	○ No
If the answer to all questions is "No," you do not need to complete	4.	Has a bonding or surety company ever denied, paid on or revoked a bond for you?	○ Yes	○ No	○ Yes	○ No
pages 3 through 6, so please proceed to page 7.	5.	Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage?	○ Yes	○ No	○ Yes	○ No
Please provide official documentation (FINRA, state DOI, or court) for yes answers for questions 1, 2, 3, 5, 11, and 12.	6.	In the past ten years, have you personally filed a bankruptcy petition or declared bankruptcy?	○ Yes	○ No	○ Yes	○ No
	7.	In the past ten years, has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	○ Yes	○ No	○ Yes	○ No
	8.	Are there any unsatisfied judgments, garnishments or liens against you?	○ Yes	○ No	○ Yes	○ No
	9.	Are you in debt to any insurance company?	○ Yes	\bigcirc No	○ Yes	\bigcirc No
	10	. Have you ever been convicted of, or pled guilty or no contest to any felony or misdemeanor other than a minor traffic offense?	○ Yes	○ No	○ Yes	○ No
	11	Are you currently a party to any litigation or a subject of any investigation(s)?	○ Yes	○ No	○ Yes	○ No
	12	. Have you ever been denied appointment or terminated for cause by another insurance company, broker/dealer	○ Yes	○ No	○ Yes	○ No

or insurance agency?

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

If there are changes to the above answers, you must notify us within 10 days.

Page **3** of 9

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

If you answered "Yes" to any of the Business practices questions on page 2, provide defor the corresponding question(s) only.				
Question 1: Insurance license or	r securities registration denied, suspended, cancelled or revoked	Month and year		
Attach a separate sheet with question number and details if more space is required for	Action taken and reasons	•		
additional information for questions 1 - 12.	• 			
	• Your account of the circumstances leading to the situation			
	•			
	<u></u>			
Question 2: Sanction, censure,	penalty or other action against you by state, federal or self-regulatory agency	Month and year		
	Action taken and reasons			
	•			
	Notice of the ceticity reculting in the fine or disciplinary estion			
	Nature of the activity resulting in the fine or disciplinary action •			
	Your account of the circumstances leading to the situation			
	•			
	•			
	nction, censure, penalty or other disciplinary action against you for r self-regulatory agency regulations or statutes	Month and year		
•	Amount of the fine and/or specific disciplinary action taken			
	• 			
	•			
	Nature of the activity resulting in the fine or disciplinary action			
				
	• Your account of the circumstances leading to the situation			
	<u>.</u>			
Question 4: Bond denied, paid of	on or revoked for you by bonding or surety company	Month and year		
	Reason for denial, revocation or payment	•		
	•			
	Your account of the circumstances leading to the situation			
	.			
	•			
44120PIF 11/15/11	Amount of the payment \$			

If you answered "Yes" to any of the Business practices questions on page 2, provide details

Page 4 of 9

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

for the corresponding question(s) only. Question 5: Coverage denied, paid claims on, or cancelled by any E&O carrier ever Month and year Nature of the circumstances resulting in the claim Disposition of the claim Amount claimed Amount paid by E&O carrier If any Your account of the circumstances leading to the situation Question 6: Filing of personal bankruptcy petition or declared bankruptcy in past 10 years Date of discharge mm/dd/yyyy For Chapter 7, 11 and 12 Reason for filing (i.e., divorce, loss of employment, business failure, etc.)* Provide type of business and role/relationship in the business If result of business failure Dollar amount discharged Average annual income for the last two years For any outstanding obligations not discharged in bankruptcy, (i.e., taxes, mortgage, car, etc.) provide: Dollar amount Explanation of obligation Payment schedule amount Frequency i.e., weekly, monthly, etc. For Chapter 13 Date of filing mm/dd/yyyy Date of discharge* mm/dd/yyyy Reason for filing (i.e., divorce, loss of employment, business failure, etc.)* Provide type of business and role/relationship in the business If result of business failure *If payments are still being made please provide: Amount Frequency i.e., weekly, monthly, etc. Projected completion date mm/dd/yyyy Current balance \$ Average annual income for the last two years

Page **5** of 9

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

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

	for the corresponding question(s) only.	
Question 7: Bankruptcy petition o associated (either during your ass	r declaration filed by any insurance or securities l ociation or within 5 years after termination of su	brokerage firm with whom you have been ch association)
	Approximate filing date mm/dd/yyyy Your pos	sition with company
	If you are/were an officer of the company or one to filing, please provide:	lirectly involved with circumstances leading
	Reasons	
	•	
	Your specific involvement	
	•	
	<u> </u>	
Question 8: Unsatisfied judgment	s, garnishments or liens against you	Month and year
	Judgments/garnishments	
	Reason the judgment/garnishment was obtained	and your specific involvement
	Payment schedule amount	Frequency i.e., weekly, monthly, etc.
	S Original amount of the judgment/gerniehment	
	Original amount of the judgment/garnishment	
	Outstanding amount of the judgment/garnishmen	ıt
	\$	
	Average annual income for the last two years	
	\$	
	1.	
	Liens Name of company placing lien	Month and year
	Reason for the lien and your specific involvement	
	• Treason for the helf and your specific involvement	
	••	
	Original amount of the debt	Current balance
	\$	\$
	Payment schedule amount	Frequency i.e., weekly, monthly, etc.
	\$	
	Projected completion date mm/dd/yyyy	
	A	
	Average annual income for the last two years \$	
	Φ	
Question 9: Debt to any insurance	company	Month and year debt began
	NI C	•
	Name of insurance company	
	Reason for the debt and your account of the situa	tion
	• The ason for the dept and your account of the situa	tion
	 Original amount of the debt	Current balance
	\$	\$
	Payment schedule amount	Frequency <i>i.e., weekly, monthly, etc.</i>
	\$	•
	Projected completion date mm/dd/yyyy	
	•	
	Average annual income for the last two years	

Page **6** of 9

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

	If you answered "Yes" to any of the Business prac for the corresponding question(s) only.	ctices questions on pa	ge 2, provide details
Question 10: Any conviction of than minor traffic offense	f, or guilty plea or no contest to, a felony or misdemea	nor other	Month and year
	Description of the conviction or plea and your according	unt of circumstances lea	ading to the situation
	• 		
	Type of conviction <i>Misdemeanor or felony*</i>		
	_		
	Final disposition Fine, probation, jail, etc.		
	***************************************	○ Yes	O No
	*If a felony, provide exact statute(s) violated		
	*If a felony, provide city/county and state when	e violation occurred	
	•		
Overalism 44. Denter to some littler		NA th	Calmadia - Isaana
Question 11: Party to any litiga	ation or a subject of any investigation(s) Litigation	ivionth and ye	ear litigation began
	Circumstances surrounding the litigation <i>Including</i>	your account of the situ	ıation
	•		
	• 		
	How are you involved in the litigation?		
	•		
	• Amount of damages claimed		
	\$		
	Current status of the litigation		
	•		
	Investigation	Month and ye	ear investigation began
	Name and jurisdiction of investigating entity	<u>-</u>	
	Circumstances surrounding the investigation <i>Inclu</i>	ding your account of the	e situation
	•		
			
	•		
	Current status of the investigation		
	•		
Question 12: Appointment wit	th any insurance company, broker/dealer, or insurance Description of the denial/termination and your acco		
	• Description of the defilal/termination and your acco	unt of circumstances le	ading to the situation
	•••		
	<u>.</u>		

	• •		
	•		

Page **7** of 9

Disclosure of Intent to Obtain Consumer Reports

Please review and print for your records the Disclosure of intent to obtain consumer reports.

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

If requested, the report may be obtained from one of the consumer-reporting agencies named below or another consumer-reporting agency:

2301 McGee Street

Business Information Group, Inc. National Insurance Producer Registry

P. O. Box 130

Southampton, PA 18966 Suite 800

800 260.1680 Kansas City, MO 64108-2662

816 783.8468

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

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

For California Resident Agents Only

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

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

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - 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.

Page 8 of 9

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

EFT is required for commission payments. Your signature is required at the bottom of this page to authorize and receive payments via EFT.

If completing this section for an officer and an entity, the EFT authorization will apply to the entity.

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

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

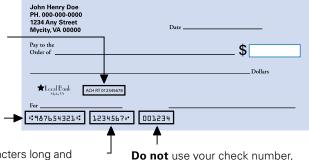
Attach an additional page if more room is needed for multiple codes.

SSN/Tax ID Name Institution name Routing number Account number

To find the routing and account numbers

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

For checks with an ACH RT (Automated Clearing House Routing) number, please use this routing number. For all other checks, use the ninecharacter routing number, which appears between the It symbols, usually at the bottom left corner of the check



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

usually located here.

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

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

Acknowledgment and signature Signature is required below

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

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

When submitting for an officer and an entity, this acknowledgement applies for both.

The Producer Agreement & Guide to Ethical Market Conduct are available at www.genworth.com/ produceronboarding or by calling 800 991.5684.

By signing below, you

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

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

Signature	Title	Required if signing for an entity	Date
X			
Print name			

You must sign here in order for us to execute your producer agreement, and to execute the required EFT authorization above.

Page **9** of 9

Appointing company a	and hierarchy	information	This page is to be completed by the Top Level (BGA/MGA) only
Appointing company c	ilia iliciaitiiv	IIIIOIIIIALIOII	Tills bade is to be collibleted by the Tob Level (DOA/IVIOA) oill

Provided the producer is properly licensed, he/she may be appointed to sell only those products for which your firm or agency is contracted.	Select all product lines for which you are requesting appointment and complete each appropriate section. Provide the producer/agency numbers, and commission plan and schedule for each of the Genworth Financial companies listed below.					
Please provide information if completing this page only or if	 If checked, this acknowledgement and authorization replaces any previous commission arrangement between the Top Level (BGA/MGA), the Company, and the Producer for all applications submitted after the receipt of this request by the home office. 					
preferred, submit an email to producerservices@genworth.com.	Producer name		Code Number		Tax ID/SS number	
Top Level (BGA/MGA) Name						
Top Level Code Number	Fixed and Linked Benefit Code L		Long Term Care (Long Term Care Code •		
Producer's Commission Schedule Please enter the commission sched	ule number(s) in the Fixed Life & Annuit		Linked Benefit		Long Term Care	
Genworth Life	•		•		*	
Genworth Life & Annuity	•					
Genworth Life of New York	•		•		•	
You may use this section to provide producerservices@genworth.com o Please list all members of this producers.	r use a cover letter.			orm, you may subn	nit an email to	
Producer/Agency Name & Social Security Number/TIN	Producer/Agency Fixed & Linked	Code Long Term Care	Commission Sc Fixed	hedule Linked Benefit	Long Term Care	
		•	•	•	•	
				•	•	
	•	•	•	•		
•	•	•	•	•	•	
Top Level (BGA/MGA) acknowledgement and authorization of compensation please sign here. Emails, in lieu of this form, are welcomed; send to	the Company to pay or as subsequently of assignments on file Company without its	commissions to the changed by written no with the Company. A	Producer in accordar otification. Payment o ny assignment of con	signed Top Level (BGA ace with the Commissi of commissions could I mmission shall not be	ion Schedule(s) above be subject to existing	
producerservices@genworth.com.	X					
-	Print name				•	
	•					



Genworth Life & Annuity Genworth Life PO Box 40008 Lynchburg, VA 24506 Tel: 800 991.5684 Fax: 434.948.5058

Producerservices@genworth.com

Commission Advance Addendum

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

Page 1 of 2

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

Introduction

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

Terms and Conditions

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

At no time will the Company advance commissions in excess of the limits shown above. Advances will only be made on paid policies placed in force. Commissions above the limits stated above will be paid on an as earned basis.

- 3. **Effective Date.** Advances under this Addendum will not apply to any business written or submitted prior to the date of this Addendum or the date that the Company receives and processes this Addendum, if later.
- 4. **Advance Payment Method.** When a policy eligible for advancement is placed, we will advance to the Producer, subject to the percentage and limits of Section 2, the share of first-year commissionable target premiums (universal life) or annual commissionable premium (term) available to the producer as commissions. The advancement fee will be deducted from the amount advanced (see below).

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

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

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

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

CAA 11/15/09 CAA NS

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

Signatures IN WITNESS WHEREOF, the parties below have entered into this Agreement as of dates set forth below for each. **Producer** Producer Name of entity or individual Signature Signed by Date Name Printed Title E-mail **Immediate Upline/** By signing below, the Immediate Upline/Top Level hereby accepts responsibility as Guarantor of, and agrees to be jointly and severally liable for, any debts arising from advances made under this Agreement to the Producer signing above. Top Level Immediate Upline/Top Level Name of entity or individual Signature Date X Name Printed Title E-mail Genworth To be completed by Genworth Life Insurance Company Life Insurance Signature Date Company X Name Printed Title Genworth To be completed by Genworth Life and Annuity Insurance Company Life and Annuity Signature Date Insurance X **Company** Name Printed Title

CAA 11/15/09 CAA NS