



LONG TERM CARE INSURANCE
Contracting Kit

CARRIER: **GENWORTH FINANCIAL**
CURRENT AS OF 5/10/06

IMPORTANT: CARRIER REQUIRES THAT **EVERY PAGE** IN THIS ENTIRE KIT BE REVIEWED, COMPLETED, OR SIGNED AND RETURNED TO CPS INSURANCE SERVICES. PLEASE CALL (949) 225-7113 WITH ANY QUESTIONS.

By Mail
CPS INSURANCE SERVICES
ATTN: Long Term Care
18551 VON KARMAN AVE, SUITE 150
IRVINE, CA 92612

- OR -

By Fax
CPS INSURANCE SERVICES
ATTN: Long Term Care
(949) 225-7113

IF YOU ARE IN ONE OF THE FOLLOWING PRE-APPOINTMENT STATES,
YOU MUST BE APPOINTED BY GENWORTH PRIOR TO SOLICITING LTC BUSINESS

Georgia Kansas Louisiana Montana
Pennsylvania Washington

<input checked="" type="checkbox"/>	INSTRUCTIONS
<input type="checkbox"/>	Be certain to review, complete, or sign every page of entire appointment packet. After you have done so, make copies for yourself. This is a contract between you and the Insurance Company.
<input type="checkbox"/>	Include a copy of your current resident insurance license
<input type="checkbox"/>	Include a copy of your E&O Insurance Certificate
<input type="checkbox"/>	<p>If you are in the following states, include a copy of your required Long Term Care Course Certification:</p> <ul style="list-style-type: none"> • CALIFORNIA – <i>California Long Term Care</i> or CTQ 8-hr CE • COLORADO – <i>Colorado Long Term Care</i> 2-hr CE • DELAWARE – <i>Delaware Long Term Care</i> 3-hr CE • ILLINOIS – <i>Traditional Long Term Care Insurance Policy</i> 6-hr CE • INDIANA – <i>Indiana Long Term Care</i> 8-hr CE • MARYLAND – <i>Maryland Long Term Care</i> 2 hr CE • WASHINGTON – <i>Washington State Long Term Care</i> 6-hr CE
<input type="checkbox"/>	<p>If you are selling Partnership Policies in the following states, include a copy of your Partnership Certification</p> <ul style="list-style-type: none"> • CALIFORNIA – <i>CA Partnership for Long Term Care</i> 8-hr CE • CONNECTICUT – <i>CT Partnership for Long Term Care</i> 8-hr CE • INDIANA – <i>Indiana Partnership for Long Term Care</i> 8-hr CE • NEW YORK – <i>New York Partnership for Long Term Care</i> 8-hr CE

GENWORTH FINANCIAL

PLEASE COMPLETE THIS ONLY IF YOU WERE PREVIOUSLY APPOINTED
BY GE CAPITAL or GENWORTH FINANCIAL TO SELL THEIR
LONG TERM CARE INSURANCE PRODUCTS



HOW WERE YOU APPOINTED ?

Broker General Agency or Managing General Agency

Your Name: _____

Name of last BGA or MGA: _____

Your Producer Code # _____

ATTN GENWORTH FINANCIAL:

I wish to transfer to CPS hierarchy and request new Producer Code #

SIGNATURE

DATE

Securities Firm

Your Name: _____

Name of Securities Firm: _____

Your Producer Code # _____

Date of Release: _____ (*must be at least 6 months ago*)

ATTN GENWORTH FINANCIAL:

I wish to transfer to CPS hierarchy and request new Producer Code #

SIGNATURE

DATE

Genworth (formerly GE Capital) Career Agent

Your Name: _____

Your Producer Code # _____

Date of release: _____ (*must be at least 1 YEAR ago*)

*If less than 1 year, please provide copy of release letter from GE Career Sales
Manager*

ATTN GENWORTH FINANCIAL:

I wish to transfer to CPS hierarchy and request new Producer Code #

SIGNATURE

DATE

PRODUCER APPOINTMENT INFORMATION FORM

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

1. FORM PURPOSE

- Initial Appointment (Complete all sections.)
 Additional State Appointment with current legal entities (Complete sections 3, 6, 11)
 Initial Appointment with new legal entities (Complete sections 3, 4, 5, 6, 10, 11)

2. TYPE OF APPOINTMENT (Check ONLY one)

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

3a. INDIVIDUAL INFORMATION

First Name		Middle Name	Last Name		
Legal Residence (No P.O. Box)			City	State	Zip
SSN #:	Date of Birth:(mm/dd/yyyy)			Sex	<input type="radio"/> F <input type="radio"/> M
Business Address		City	State	Zip	
Business Phone ()	Business Fax ()	e-mail Address			

3b. FIRM/AGENCY APPOINTMENT INFORMATION (Must also complete a separate PIF 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					

4. APPOINTMENT INFORMATION

I am requesting to represent (and be appointed and contracted with, as applicable) the following *(check all that apply)*:

Legal Entity	Products		
	Fixed Life	Fixed Annuities	Long Term Care
Genworth Life Insurance Company	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
First Colony Life Insurance Company	<input type="radio"/>	<input type="radio"/>	
Genworth Life Insurance Company of New York		<input type="radio"/>	<input type="radio"/>
American Mayflower Life Insurance Company of New York	<input type="radio"/>		

5. COMMISSION HIERARCHY (If Applicable – To be completed by BGA/MGA/GA/Affiliate)

* Remember to attach Brokerage Authorization (FCL only) and/or applicable Compensation Schedule.

Company Name	General Agency Name (BGA/MGA)	General Agency Number (BGA/MGA)	Sub Agent/General Agent Name	Sub Agent/General Agent Number	Writing Agent Comp Plan/Schedule
Genworth Life Insurance Company	CPS INS SCV	60096615			
First Colony Life Insurance Company					
Genworth Life Insurance Company of New York					
American Mayflower Life Insurance Company of New York					

6. LICENSE INFORMATION (Please attach copies of all licenses where appointment is requested)

Resident License State	Resident License Number	Resident License Line of Business
Only include Non-Resident States where appointment is requested.		
Non-Resident License State	Non-Resident License Number	Non-Resident License Line of Business
Non-Resident License State	Non-Resident License Number	Non-Resident License Line of Business
Non-Resident License State	Non-Resident License Number	Non-Resident License Line of Business

If FL, List Counties in which non-resident appointment is requested**If CA, and you wish to sell fixed annuity business, please provide proof you have completed the annuity training requirement.****If HI, an additional appointment form, with original signatures, is requested for non-resident appointments (available at www.hawaii.gov).****If you wish to sell Long Term Care Insurance or Long Term Care Partnership products in a state requiring certification or evidence of required training, please provide copies of such supporting documents with your request for appointment.****If MD and you wish to sell LTC, please submit the MD Acknowledgement Form (available at genworth.com).****7. PREVIOUS ADDRESS**

Have you lived anywhere other than the above mentioned Legal Residence in the last seven (7) years? Yes No
If "Yes," please list any/all such addresses. For additional information please use Remarks section.

Previous Address	City	State	Zip
Start Date	End Date		
Previous Address	City	State	Zip
Start Date	End Date		

8. PREVIOUS EMPLOYER

Have you been employed anywhere other than with your current employer in the last seven (7) years? Yes No
If "Yes," please list any/all such employment history. For additional information please use Remarks section.

Previous Employer Name			
Previous Address	City	State	Zip
Start Date	End Date		
Previous Employer Name			
Previous Address	City	State	Zip
Start Date	End Date		

9. PREVIOUS NAMES

Have you used any other names or aliases in the last seven (7) years? Yes No
If "Yes," please list any/all such names.

Previous First Name	Previous Middle Name	Previous Last Name
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10. 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"/>

11. ACKNOWLEDGMENT

I acknowledge and agree that this *Producer Information Form* does not constitute a contract. I acknowledge the continuing legitimate business need of the Company and of Genworth Financial, Inc. and its affiliates for additional financial and personal background information and hereby consent to the Company obtaining such information from time to time as it deems necessary through independent investigation, NASD CRD reports and/or through a consumer report obtained from a consumer reporting agency (collectively referred to as "Background Reports"). I consent to the Company's sharing the information contained in this *Producer Information Form* or any other information the Company may obtain, including the Background Reports, with Genworth Financial, Inc., and its affiliates for the purpose of establishing my eligibility and/or continuing eligibility for appointment with the Company and/or Genworth Financial, Inc. or one or more of its affiliates. I further consent to the disclosure of the *Producer Information Form* and information in such Background Reports, to government or regulatory agencies.

I authorize the employers and insurance companies listed herein, and in any Background Reports pertaining to me, to release any and all information concerning my previous employment and appointments and any pertinent information they may have, personal or otherwise, and release all parties from all liability that may result from furnishing same. Finally, I acknowledge and agree that my appointment will, in part, be based upon this *Producer Information Form* and the information in such Background Reports, and that any representation made herein which is found to be 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 firm/agency appointment or Officer/Principal appointment) _____

REMARKS

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 _____

Genworth Life Insurance Company

Genworth Life Insurance Company of New York

Name and logo Guidelines of
Genworth Financial, Inc. for
Advertising, Special Publications,
Sales Materials, and Notice of Agent

Long Term Care Insurance Division

Advertising Guidelines and Confidentiality of Consumer Information

The logos and/or names for the companies comprising Genworth Financial, Inc. may only be used by Producers with prior written approval from a Genworth Financial company and in the following manner:

1. Brochures and sales materials supplied by and/or approved in writing by a Genworth Financial company, which includes stationery and envelopes.
2. Standardized ad mats developed and approved in writing by a Genworth Financial, Inc. and published in their exact form (All media materials must be approved by a Genworth Financial, Inc.)
3. Custom ad mats developed by appointed sales representatives and approved in writing by a Genworth Financial company along with the media materials to be used.

Logos (i.e. Compass) incorporating the name of an insurer (e.g. Genworth Life Insurance Company or Genworth Life Insurance Company of New York) may not be used.

While Advertising and communications should leave the public with the impression that the Producer is a licensed insurance agent representing the Genworth Financial Long Term Care Insurance Division; the proper name of the actual underwriting insurer should always be disclosed appropriately.

No written document which purports to bind or obligate any Genworth Financial company may be produced or used by the Producer without express written permission of that a Genworth Financial company.

Failure to follow the above Guidelines may lead to disciplinary action up to and including termination of the producer's relationship with the Long Term Care Insurance Division.

ALL BROCHURES, SALES MATERIALS, STANDARDIZED AND CUSTOM AD MATS OTHER THAN PRE-PRINTED, PRE-APPROVED GENWORTH FINANCIAL, INC. ADVERTISING MATERIALS) AND WEBSITE ADVERTISING MATERIALS, MUST BE SUBMITTED IN WRITING TO LONG TERM CARE INSURANCE DIVISION'S ADMINISTRATIVE OFFICE FOR APPROVAL AT LEAST 30 WORKING DAYS PRIOR TO THE PUBLICATION'S SCHEDULED DUE DATE, AND MAY NOT BE USED UNTIL WRITTEN APPROVAL IS RECEIVED. BE SURE TO ALLOW ENOUGH TIME TO INCORPORATE ANY CHANGES OR EDITS THAT MAY BE NECESSARY.

Please keep a copy of this document as well as the attached "Notice of Agent Conduct Rule: for future reference.

[Please sign and return to Genworth Financial Long Term Care Insurance Division]

I, _____, have read and understand the Genworth Financial Long Term Care Insurance Division Advertising guidelines and Notice of Agent Conduct rules regarding Confidentiality of Consumer Information and agree to abide by them fully. I also understand that it is my responsibility to disseminate this information to any and all Producers reporting to or through me.

Signature of Producer

Date

Notice of Agent Conduct Rule

Confidentiality of Consumer Information Genworth Life Insurance Company and Genworth Life Insurance Company of New York Jointly referred to hereinafter as "Company"

Company has established the following rule to govern Agent conduct in conjunction with personally identifiable financial or health information with respect to individuals. As provided in Company's Agreement with each of its Agents, hereinafter "Agreement", Company's Agents are required to conduct themselves in compliance with all applicable laws, rules and regulations as well as Company's policies and procedures.

Use and Disclosure of Company Information and Agent Information

Agent shall use and disclose Company Information solely in accordance with Applicable Law and the Agreement. Subject to the provisions of the Agreement, Agent may use Agent Information in its sole discretion.

Except as provided in this rule, Agent shall use Company Information solely for the purposes for which it was disclosed and shall not reuse or redisclose Company Information for other purposes, except (a) to provide services or products on Company's behalf, including but not limited to, offering products and/or services to the Consumer, (b) in order to effect, administer or enforce a transaction requested or authorized by the Consumer, (c) subject to any agreements between the Agent and Company⁶, or (d) with Consumer consent provided in accordance with applicable Law and pursuant to a privacy notice provided by Agent to Consumer.

Prior to Agent disclosing Company Information to an affiliate or third party in order to perform services or functions under Agent's Agreement with Company, Agent must (i) enter into a confidentiality agreement requiring such third party to maintain the confidentiality of such information, and (ii) restrict such affiliate or third party from disclosing Company Information except to perform services or functions pursuant to the Agreement.

Agent shall maintain the confidentiality of Company Information. Agent either shall return Company Information to Company or destroy Company Information upon request of Company upon the termination of Agreement.

Agent shall implement and maintain appropriate administrative, technical and physical safeguards 1) to ensure the security and confidentiality of Company Information, 2) to protect against any anticipated threats or hazards to the security or integrity of Company Information, and 3) to protect against unauthorized access to or use of Company Information which could result in substantial harm or inconvenience to any Consumer.

The disclosure restrictions of this rule on Agent shall not apply to Company Information or Agent Information that is required or specifically permitted to be disclosed by the Agent pursuant to Applicable Law, regulatory request, legal process, subpoena or court order.

If Agent or any of its representatives are requested pursuant to, or become compelled by Applicable Law, regulatory request, legal process, subpoena or court order to disclose Company Information, Agent will provide Company with prompt advance written notice of such intended disclosure so that Company may seek a protective order or other appropriate remedy or, in Company's sole discretion, waive compliance with the terms of this rule.

If such a protective order or other remedy is not obtained, or Company waives compliance with the terms of this rule, Agent will furnish only that portion of the Company Information which is legally required and Agent shall cooperate with Company's efforts (at Company's sole expense) to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

Definitions

Agent Information" means non public personally identifiable information, as those terms or similar terms are defined by applicable Law and Agent's Agreement, obtained by Agent with respect to a Consumer relating to Agent's independent transactions or services for such Consumer and includes (i) personally identifiable financial or health information with respect to a Consumer that is not publicly available, and (ii) any list, description, or other grouping of prospective, current and former Consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial or health information that is not publicly available. Agent Information shall not include information obtained by agent whether from a Consumer, Company or otherwise with respect to a Consumer relating to a Company product or service, servicing of Company products or service, or claims relating to such products or services.

"Applicable Law" means all applicable federal, state and local statutes, regulations, regulatory guidelines, and judicial or administrative interpretations.

“Consumer” means an individual who seeks to obtain, obtains or has obtained insurance or another financial product or service from Company or Agent, which product or service is used or intended to be used for personal, family or household purposes.

“Company Information” means non public personally identifiable information, as those terms or similar terms are defined by Applicable Law and Agent’s Agreement, obtained by Company with respect to a Consumer relating to Company’s offering or provision of products or services to such Consumer and includes (i) personally identifiable financial or health information with respect to a Consumer that is not publicly available, and (ii) any list, description, or other grouping of prospective, current and former Consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial [or health] information that is not publicly available. Company Information also shall include information obtained by Agent, whether from the Consumer, Company or otherwise with respect to a Consumer relating to a Company product or service, servicing of Company products or services, or claims relating to such products or services.



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

The undersigned hereby authorizes 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 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.

Date: _____

Signature: _____

Print Name: _____

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.

AGENT AGREEMENT

Name of Agent:	Address of Agent:

This is an Agreement, made by and between Genworth Life Insurance Company (“Company”) and you, (*the above named Agent*), executed and effective as of the date shown in Section VIII of this Agreement. It defines your relationship with the Company as an agent. Both you and the Company promise to comply with the terms of this Agreement and any amendments to this Agreement, and the terms of your Sales Compensation Plan(s).

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 under this Agreement. “You” or “your” refers to the Agent.
 - (c) **“Assigned Territory”** means the territory designated from time to time by the Company where you are authorized to sell or solicit applications for Products.
 - (d) **“Products”** means insurance policies/certificates, and riders or endorsements thereto offered by the Company which are identified on Schedule A or 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 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 payment of commissions or other compensation;
 - [ii] the imposition of penalties and chargebacks;
 - [iii] production requirements; and
 - [iv] 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.

SECTION II – AUTHORITY

1. You are hereby appointed as the Company’s agent and authorized:
 - (a) To solicit applications for Products in your Assigned Territory. You have no exclusive solicitation rights within your Assigned Territory. 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 in this territory, or to withdraw therefrom; and
 - (b) To collect initial premium payments for Products you solicit, but only through checks payable to the Company. All premiums you collect shall be held by you in a fiduciary capacity, and remitted immediately to the Company’s designated office.
2. In accepting this appointment and authority, you agree:
 - (a) 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;
 - (b) To fully explain the terms of any Product, make no untrue statements, and state all relevant facts with respect thereto;

- (c) 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;
- (d) To promptly deliver premium receipts approved by the Company and 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;
- (e) To immediately report and remit to the Company or its designee, any initial premium payments you receive originating from applications you obtain, to insure that all premium checks collected are made payable to the Company, and not to endorse any checks payable to the Company;
- (f) To be responsible for and pay all expenses and fees you incur while carrying out the terms of this Agreement;
- (g) Not to alter or change the provisions of any Product and not to incur any liability, indebtedness or expense on behalf of the Company;
- (h) 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;
- (i) That all applications you submit are subject to acceptance or rejection by the Company at its Home Office;
- (j) To be responsible to the Company for all business produced by you and for the acts of your employees;
- (k) To deliver to the Company evidence of any claim for benefits under Products immediately upon receipt;
- (l) With respect to diskettes supplied to you by the Company:
 - [i] not to make any modifications to such diskettes;
 - [ii] to update such diskettes with any required current information upon notice thereof by the Company or its marketing affiliates;
 - [iii] not to reproduce such diskettes 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 diskettes to anyone without the prior consent of the Company; and
- (m) To maintain liability insurance against claims for damages based on actual or alleged professional errors or omissions, at all times 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.
- (n) 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.

SECTION III – INDEPENDENT CONTRACTOR

1. 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 within your Assigned Territory. 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.

SECTION IV – COMPENSATION

1. The Company or its duly authorized representative, who may be a General Agent or a Managing General Agent/Brokerage General Agent to whom the Company may assign you for supervision and training, will pay you commissions in accordance with the provisions of this Agreement, or of an agreement you enter into with the 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) 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.
 - (c) 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.
 - (d) This is a conditionally vested Agreement subject to the following conditions:
 - [i] If this Agreement terminates for "cause" pursuant to Section VI-2., 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 the following as damages: the amount of its loss plus expenses it incurred in connection with the loss, including costs of investigation.

- (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 but not yet paid.
- (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 passed.

2. Advertising and Using the Company Name and Logo

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. 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. For "cause" the Company may terminate this Agreement immediately without any prior notice to you.

2. 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 in your Assigned Territory, or any governmental authority exercising jurisdiction over you; and
 - (f) willful violation of any material terms or provisions of this Agreement.

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(n) of this Agreement.

3. 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.
4. 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.
5. If this Agreement terminates pursuant to this Section VI, you agree to and hereby do release the Company from any claim for profits, anticipated profits or earnings hereunder, other than for commissions already earned hereunder. 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.

SECTION VII – USE OF NON-PUBLIC INFORMATION; CONFIDENTIALITY

1. Definitions. When used in this Section VII, 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.
3. Exceptions to Confidentiality
- (a) The obligations of confidentiality and restrictions on use set forth in Section VII 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 Section VII 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 VII shall survive termination of this Agreement.

SECTION VIII – 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) in accordance with the terms and provisions thereof.
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 the Company that are not set forth in this Agreement and that this Agreement constitutes the entire contract between you and the Company regarding the subject matter hereof. Your rights and the Company's rights are governed only by this written Agreement and by any other subsequent written agreements or amendments hereto executed in accordance with the terms and provisions hereof. This Agreement may only be amended in writing. No oral representations or promises shall be binding on the Company.
4. You agree to indemnify and hold the Company harmless from any and all expenses, attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of you or your employees. 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 the negligence, recklessness or intentional misconduct of the Company or its employees. The provisions of this subsection shall survive the termination of this Agreement.
5. 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.

6. 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.
7. 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.
8. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

SECTION IX – 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.

Executed on behalf of the Agent:

By: _____
Name (Print or Type)

Signature: _____

Title: _____
(If Applicable)

Signed at: _____

Date Signed: _____

Executed on behalf of Genworth Life Insurance Company:

By: _____
Name (Print or Type)

Signature: _____

Title: _____
(If Applicable)


Signed at: _____

Date Signed: _____

CPS INS SVC 60096615

Brokerage General Agent Name or Number

General Agent Name or Number

→ Fill this form out ONLY if you want your
Genworth Financial  commissions paid to your CORPORATION.

ASSIGNMENT OF COMPENSATION

INSTRUCTIONS

- Use this assignment of compensation form (the "Assignment") to assign your commissions
- Complete Sections I-III.
- Be sure to sign and date the form. **Original signatures required (and title, if other than individual).**
- Assignee must be licensed and appointed if involved with the sale of the policy generating the assigned commissions.
- Assignee must be licensed and appointed if required by state regulation (i.e. VA)
- Mail completed forms along with your appointment request, if applicable, or directly to the address or fax that you currently utilize for Licensing forms.

SECTION I – COMPENSATION TO BE ASSIGNED

Please check which Company(s) you would like to apply this to:

Company	Agent/Producer Codes (Agent #s)	
<input type="radio"/> First Colony Life Insurance Company	<input type="radio"/> All	<input type="radio"/> Specify:
<input type="radio"/> American Mayflower Life Insurance Company of New York	<input type="radio"/> All	<input type="radio"/> Specify:
<input type="radio"/> Genworth Life Insurance Company (fixed)	<input type="radio"/> All	<input type="radio"/> Specify:
<input type="radio"/> Genworth Life Insurance Company (LTC)	<input type="radio"/> All	<input type="radio"/> Specify:
<input type="radio"/> Genworth Life Insurance Company of New York (fixed)	<input type="radio"/> All	<input type="radio"/> Specify:
<input type="radio"/> Genworth Life Insurance Company of New York (LTC)	<input type="radio"/> All	<input type="radio"/> Specify:
<input type="radio"/> IFN Insurance Agency Inc.*	<input type="radio"/> All	<input type="radio"/> Specify:

* (includes all products sold through your IFN agreement and is only applicable to policies sold on or after the effective date of your agreement.)

For Fixed Life and Annuity only – MUST INDICATE EXTENT OF ASSIGNMENT

Assignment effective for all Company business (for the companies checked above).

Which do you wish to assign – MUST CHECK ONE:

First Year Renewal Only All What percentage? %

LTC and business sold through IFN must be assigned at 100% for both first year and renewal.

SECTION II – TYPE OF ASSIGNMENT – MUST CHECK EITHER ABSOLUTE OR REVOCABLE

- Absolute Assignment** **NOTE: Company will report all income paid under this assignment to assignee but commission statements will continue to be sent to the assignor.**

For value received, the undersigned Assignor,

Assignor Name	Assignor SSN/Tax ID
---------------	---------------------

Hereby sells, irrevocably assigns, transfers, and sets over unto the Assignee ...

Assignee Name	<input type="radio"/> Corporation or <input type="radio"/> Non-incorporated Entity	Assignee SSN/Tax ID
Assignee Address	City	State Zip

for value all right, title, and interest, in and to the compensation that is now or may hereafter be due and payable to the undersigned Assignor in accordance with and subject to the terms and conditions of your contract or compensation agreement or agreements between or among one or more of the companies checked above (referred to in this assignment form as "Company") and one or more of the General Agent(s) of the Company through whom the undersigned placed the policies for which the compensation is payable (the "Agreements"). This type of assignment can only be revoked by the Assignee.

SECTION II – TYPE OF ASSIGNMENT (continued)

Revocable Assignment NOTE: Company will report all income paid under this assignment to the assignor whether revoked or not and commission statements will continue to be sent to the assignor.

The undersigned Assignor,

Assignor Name	Assignor SSN/Tax ID
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Hereby directs one or more of the companies checked above (collectively, the "Company") to pay to the Assignee ...

Assignee Name	<input type="radio"/> Corporation or <input type="radio"/> Non-incorporated Entity	Assignee SSN/Tax ID
Assignee Address	City	State Zip

all compensation that is now or may hereafter be due and payable to the undersigned Assignor in accordance with and subject to the terms and conditions of your contract or compensation agreement or agreements between or among the Company and one or more of the General Agent(s) of the Company through whom the undersigned placed the policies for which the compensation is payable. This assignment shall remain in effect until revoked by the Assignor. Assignor can revoke assignment upon written request to the Company without the consent of Assignee. Revocation will not take effect until acknowledged by Company's authorized home office employee. (Revocation of assignments, not made on this form, will require the written consent of the Assignee).

SECTION III – AGENT ACKNOWLEDGMENT AND REPRESENTATIONS

THIS ASSIGNMENT WILL NOT TAKE EFFECT UNTIL THE DATE THAT IT IS ACKNOWLEDGED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND WILL AFFECT ONLY THE COMPENSATION PAYABLE AFTER THE DATE OF THE COMPANY'S ACKNOWLEDGMENT AND TO THE EXTENT REQUESTED BY THIS ASSIGNMENT. This Assignment, if Absolute, shall remain in effect subject to the terms of this Assignment until the Company receives written direction from the Absolute Assignee to further re-assign payments hereunder at their direction. This Assignment, if Revocable, shall remain in effect subject to the terms of this Assignment until the Company receives a written request from the Assignor to revoke the Assignment. The Company shall be discharged from liability for payment of compensation in reliance upon evidence satisfactory to it of an Assignee's release of any Assignment.

The Assignor represents and warrants that: (a) the validity and sufficiency of the foregoing Assignment, (b) no proceeding in bankruptcy or insolvency or the like has been commenced by or against the Assignor and no assignment for the benefit of creditors has been made by the Assignor, (c) there are no outstanding Assessments, Liens or Levies because of unpaid taxed or other obligations of the Assignor; and (d) either (i) Assignee is a licensed insurance agent or was not involved with the insurance transaction generating the compensation, or (ii) the Assignment is an absolute assignment to the Assignee for value.

In witness whereof, the undersigned executes this Assignment on this _____ day of _____, _____.

Assignor Signature	Title (if other than an Individual)
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Assignee Signature	Title (if other than an Individual)
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SECTION IV – COMPANY ACKNOWLEDGMENT

The Company hereby acknowledges receipt of the foregoing Assignment, assuming no responsibility for its sufficiency or validity. This agreement is expressly subject to the terms and conditions of the Agreements between/among the Company and the Brokerage General Agent(s)/General Agent(s)/Agent(s) through whom the policies for which the compensation are payable, to any prior existing Assignments and to any indebtedness owed to the Company. Any claim hereunder shall be subject to proof of interest. Payment made under this Assignment shall fully release the Company from all responsibility as to such sums paid. This Assignment is acknowledged and the executed original copy filed at its Home Office on this _____ day of _____, _____.

For the Company: _____

By:

Signature	Print Name and Title:
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Long Term Care Sales Compensation Plan

The Company shall pay to the General Agent (GA) compensation calculated in accordance with the following percentages of premiums earned (paid and not refunded) and received by the Company, subject to the following rules.

This Sales Compensation Plan may be amended unilaterally by the Company upon notice, in writing, to the GA to that effect. Such amendment shall take effect at the time specified in the notice, but in no event prior to thirty days from the time such notice was given. No such amendment shall affect compensation payable with respect to any Product issued upon application(s) taken prior to the effective date of such amendment. Compensation under this Sales Compensation Plan shall be vested in accordance with the terms of the Agreement to which it relates.

<u>Products</u>	<u>State(s)</u>	<u>1st Year Premiums</u>	<u>2nd and Subsequent Years Premiums</u>
LONG TERM CARE ("LTC") AND HOME HEALTH CARE ("HHC") POLICIES/CERTIFICATES	All Other States	60.0 %	6.0 %
	Delaware	25.0 %	12.0 %
	Indiana	26.0 %	13.0 %
	Michigan*	31.0 %	4.0 %
	Wisconsin	42.0 %	10.5 %
	Pennsylvania	50.0 %	6.0 %

*Effective 1/1/05, Michigan's restricted commission rate structure will apply only to those applicants who meet the Medicare age eligibility requirements, currently age 65 and older. For applicants under age 65, the standard national commission rate will be used for compensation purposes. For shared benefit plans, the older age applicant will determine the commission rate. The restricted commission rate structure must be level for the first 3 policy years; therefore, the renewal rate will not take effect until policy year four.

1. Limited Pay Products. Compensation on Products whose premiums are limited to a predefined definite payment period ("Limited Pay" Products) shall be due and payable only on the following percentage of premiums received and earned by the Company ("commissionable premium"):

<u>Product</u>	<u>Percentage of Earned Premium</u>
Limited Pay	50%

Changes in commissionable premium levels may be made at the sole discretion of the Company, and shall be communicated in writing in the event of any such change.

2. Should an existing Company Product be replaced by or replace a Limited Pay Product, only the amount of commissionable premium shall be used to determine compensation due the replaced and replacing agents and their Hierarchies.

3. On business produced by Agents assigned to you, and not personally produced by you, the amount of compensation payable to you will be reduced by any compensation paid by the Company directly to such Agents.

4. No compensation or overrides will be paid on premiums waived under a Waiver of Premium provision for any approved Product; or, on increases in premium resulting from a class rate increase imposed by the Company.

Long Term Care Sales Compensation Plan

5. In the event a new LTC and/or HHC Product replaces an existing Product, the following terms and conditions shall apply with respect to compensation due and payable on the replacing Product's earned premiums. For purposes of this Sales Compensation Plan, long term care insurance policies issued by The Travelers Insurance Company and Travelers Life & Annuity Insurance Company shall be deemed "existing Products" and subject to internal replacement rules set forth below.

(A) *Definitions:* The following terms shall have the meanings set forth when capitalized and used herein:

- [i] "Hierarchy" means licensed agents of the Company to whom the agent is assigned by the Company at the time of replacement and/or at the time the replaced Product was written.
- [ii] "Rider" means an attachment to an existing Product adding benefits thereto for stated additional premiums.
- [iii] "Third Party Administrator" or "TPA" means an agent who directly or through an affiliated person receives compensation for providing premium billing and collection services under a written agreement with the Company, as well as compensation based on the same Product premiums.
- [iv] "Replace" or "replacement" refers to the exchange of an existing Product or Products for a new Product, and to the reduction in coverage of an existing Product in conjunction with the contemporaneous issuance of one or more additional Products covering the same insured. In the event multiple Products are simultaneously replaced by a Product or Products, reference to a replaced Product includes all of such replaced Products. Adding a Rider to a Product is not a "replacement" except to the extent the Rider is part of a replacing Product at the time of replacement.

— [v] In the case of a reduction in coverage of an existing Product, in conjunction with the contemporaneous issuance of one or more additional Products covering the same insured, the premium for the replaced Product at the time of replacement refers to the premium in effect for the existing Product at the time of coverage reduction; and the premium for the replacing Product at the time of replacement refers to the total premiums for all Products issued on the same insured including premiums for a Product or Products issued contemporaneously in conjunction with the reduction in coverage of the existing Product.

- (B) First and subsequent year compensation due the replacing agent and the replacing agent's Hierarchy shall be based only on the increase in premium, if any, for the replacing Product over the premium of the replaced Product.
- (C) In the event the premium for a replacing Product equals or exceeds the premium for the replaced Product at the time of replacement, the replaced agent and the replaced agent's Hierarchy for the replaced Product will continue to receive compensation due under the replacing Product in accordance with compensation due under the replaced Product.
- (D) In the event the premium for a replacing Product is less than the premium for the Product or Products replaced at the time of replacement, then the replaced agent and the replaced agent's Hierarchy for the replaced Product will continue to receive compensation with respect to that portion of the replacing Product's premium calculated as follows:

Compensable Portion of Replacing Product Premium for Replaced Agent	=	Replacing Product Premium Replaced Product Premium	x	Amount of Premiums on which replaced Agent received compensation under replaced Product
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Long Term Care Sales Compensation Plan

(E) In the event a new Product replaces an existing Product and either the replacing or the replaced agent is a TPA, the following terms and conditions shall apply:

[i] Compensation due on the replacing Product shall be payable to the agent who originally personally produced the existing replaced Product, provided that original agent is both duly licensed and currently authorized to represent the Company at the time of replacement, and continues to provide a satisfactory level of service to the policyholder as defined by the Company from time to time.

[ii] Override compensation, if any, due with respect to the replacing Product shall be payable to the Hierarchy of the agent due compensation under the replacing Product.

(F) All compensation and overrides payable with respect to replacements and rate increases are subject to limitations and/or restrictions imposed by applicable law and regulations.

6. Notwithstanding any other provisions of this Sales Compensation Plan, in the event compensation due and payable to you pursuant to the Sales Compensation Plan under the Agreement averages less than \$50.00 per month in any calendar year after this Agreement has been terminated, no further compensation shall be due or payable under this Sales Compensation Plan.

7. Acceptance by you of your regular compensation statement constitutes full satisfaction and agreement as to its accuracy and completeness. An exception to this may be made in the event you make a written claim to the contrary, which we receive at our offices within sixty (60) days after you received the compensation statement or a clerical error has been discovered.

8. Minimum Production Requirements

A minimum of \$100,000 in annualized premiums must be placed over each twelve (12) month calendar year. Failure to fulfill this requirement may result in termination of this Agreement.

PRODUCER PROFILE

Please complete this form and return to CPS. We must have a completed and signed form on file.

PRODUCER INFORMATION				
Name		Company/Corporation Name		
Fax		E-Mail Address		
Business Phone		Home Phone		
Business Street Address	Suite	City	State	Zip Code
Home Street Address	Apt. No.	City	State	Zip Code
Mail to? <input type="checkbox"/> Business <input type="checkbox"/> Home		Preferred method of correspondence? <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> E-mail		
Social Security No.		Tax ID No.		
Insurance License No.		Date of Birth – Day/Mo/Year		
Designations (Check all that apply) <input type="checkbox"/> CLU <input type="checkbox"/> CPCU <input type="checkbox"/> ChFC <input type="checkbox"/> RHU <input type="checkbox"/> CFP <input type="checkbox"/> LUTC <input type="checkbox"/> CIC <input type="checkbox"/> Other: _____				
Do you carry E&O insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No		Yes? Name of carrier?		
Do you assign commissions? <input type="checkbox"/> Yes <input type="checkbox"/> No		Yes? To whom?		
Are you securities licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No		Applicable Licenses? <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 22 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 63		
If NASD registered, what is the name of your broker dealer				

Please go to next page

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortuous act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Print Name

Sign Name

Date

Thanks for doing business with CPS Insurance Services!

CPS Insurance Services / CA License # 0571612
18551 Von Karman Avenue, Suite 150, Irvine, CA 92612
Phone (949) 863-0700 / Phone (800) 326-5433 / Fax (949) 863-9318 / Fax (800) 436-8255
Licensing Department Fax (949) 225-7157