As Filed with the Securities and Exchange Commission on April 26, 2021

Registration No. 333-255345

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 1
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Genworth Mortgage Holdings, Inc.
(Exact name of registrant as specified in its charter)

Delaware	6411	46-1579166
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

8325 Six Forks Road
Raleigh, North Carolina 27615
(919) 846-4100
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Evan Stolove
Genworth Mortgage Holdings, Inc.
8325 Six Forks Road
Raleigh, North Carolina 27615
(919) 846-4100
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Perry J. Shwachman **Michael J. Schiavone** **Sean M. Carney** **David Ni** **Sidley Austin LLP** **One South Dearborn** **Chicago, Illinois 60603** **Telephone: (312) 853-7000** **Telecopy: (312) 853-7036**	**Dwight S. Yoo** **Skadden, Arps, Slate, Meagher & Flom LLP** **One Manhattan West** **New York, New York 10001** **Telephone: (212) 735-3000** **Telecopy: (212) 735-2000**	**Evan Stolove** **Genworth Mortgage Holdings, Inc.** **Senior Vice President, General Counsel and Secretary** **8325 Six Forks Road** **Raleigh, North Carolina 27615** **Telephone: (919) 846-4100** **Telecopy: (919) 846-4359**	**Craig B. Brod** **Jeffrey D. Karpf** **Cleary Gottlieb Steen & Hamilton LLP** **One Liberty Plaza** **New York, New York 10006** **Telephone: (212) 225-2000** **Telecopy: (212) 225-3999**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act") check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definition of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This amendment is being filed solely to file certain exhibits to the Registration Statement as indicated in Item 16 of Part II. No changes are being made to the preliminary prospectus constituting Part I of the Registration Statement or Items 13, 14, 15 or 17 of Part II of the Registration Statement and the preliminary prospectus has therefore not been included herein.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the expenses, other than the underwriting discount, payable in connection with the sale and distribution of the securities being registered. All amounts are estimates except the SEC registration fee, the Financial Industry Regulatory Authority ("FINRA") filing fee and the Nasdaq listing fee. All the amounts below will be paid by us. Parent has agreed to pay certain expenses in connection with this offering, including accounting fees and expenses and certain legal fees and expenses.

	Amount to be paid
SEC registration fee	$ 10,910
FINRA filing fee	15,500
Nasdaq listing fee	*
Legal fees and expenses	*
Accounting fees and expenses	*
Printing expenses	*
Transfer agent and registrar fees	*
Miscellaneous fees and expenses	*
Total	$ *

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers

Section 145(a) of the Delaware General Corporation Law ("DGCL") provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the DGCL provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made with respect to any claim, issue or matter as to which he or she shall have been adjudged to be liable to the corporation unless and only to the extent that the adjudicating court determines that, despite the adjudication of liability but in view of all of the

circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses which the adjudicating court shall deem proper.

Section 145(g) of the DGCL provides, in general, that a corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under Section 145 of the DGCL.

In accordance with Section 102(b)(7) of the DGCL, our amended and restated certificate of incorporation provides that no director of our company shall be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, except (1) for any breach of the director's duty of loyalty to us or our stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) in respect of unlawful dividend payments or stock redemptions or repurchases or other distributions pursuant to Section 174 of the DGCL, or (4) for any transaction from which the director derived an improper personal benefit. In addition, our amended and restated certificate of incorporation provides that if the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of our company shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Our amended and restated certificate of incorporation provides that any amendment, repeal or modification of such article, unless otherwise required by law, will not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring before such repeal or amendment of a director serving at the time of such repeal or modification.

Our amended and restated certificate of incorporation provides that we shall indemnify each of our directors and executive officers and that we shall have power to indemnify our other officers, employees and agents, to the fullest extent permitted by the DGCL as the same may be amended (except that in the case of an amendment, only to the extent that the amendment permits us to provide broader indemnification rights than the DGCL permitted us to provide prior to such the amendment) against any and all expenses, judgments, penalties, fines and amounts reasonably paid in settlement that are incurred by such director, officer or employee or on such director's, officer's or employee's behalf in connection with any threatened, pending or completed proceeding or any claim, issue or matter therein, to which he or she is or is threatened to be made a party because he or she is or was serving as a director, officer or employee of our company, or at our request as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of our company and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. Our amended and restated certificate of incorporation will further provide for the advancement of expenses to each of our directors and, in the discretion of the board of directors, to certain officers and employees, in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by such person to repay all amounts advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such person is not entitled to be indemnified for such expenses.

In addition, our amended and restated bylaws provide that the right of each of our directors and executive officers to indemnification and advancement of expenses shall not be exclusive of any other right now possessed or hereafter acquired under any statute, provision of our amended and restated certificate of incorporation, our amended and restated bylaws, agreement, vote of stockholders or otherwise. Our amended and restated bylaws will authorize us to provide insurance for our directors, officers, employees and agents against any liability, whether or not we would have the power to indemnify such person against such liability under the DGCL or our amended and restated bylaws.

We intend to enter into indemnification agreements with each of our directors and executive officers. These agreements will provide that we will indemnify each of our directors and executive officers to the fullest extent permitted by the DGCL and our amended and restated bylaws and will provide certain additional procedural and other protections.

We also intend to maintain a general liability insurance policy which covers certain liabilities of our directors and executive officers arising out of claims based on acts or omissions in their capacities as directors or executive officers.

The proposed form of underwriting agreement filed as Exhibit 1.1 provides that the underwriters are required to indemnify, under certain conditions, us, our directors, our officers and persons who control us within the meaning of the Securities Act, against certain liabilities, or to contribute to payments such parties may be required to make in respect of these liabilities.

Item 15. Recent Sales of Unregistered Securities

Within the past three years, we have sold the following securities which were not registered under the Securities Act:

2025 Senior Notes

On August 21, 2020, we issued $750 million aggregate principal amount of our 6.500% Senior Notes due 2025. The notes were offered to qualified institutional buyers in the United States in reliance on Rule 144A under the Securities Act and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act. The offering price was 100.0%. The total initial purchasers' discount was approximately $11 million.

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits.

Exhibit Number	Description of Exhibit
1.1*	Form of Underwriting Agreement.
3.1	Form of Amended and Restated Certificate of Incorporation of Genworth Mortgage Holdings, Inc., to be in effect on the completion of the offering.
3.2	Form of Amended and Restated Bylaws of Genworth Mortgage Holdings, Inc., to be in effect on the completion of the offering.
4.1#	Indenture, dated August 21, 2020, between Genworth Mortgage Holdings, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Genworth Financial, Inc. on August 25, 2020).
4.2#	First Supplemental Indenture, dated August 21, 2020, between Genworth Mortgage Holdings, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K of Genworth Financial, Inc. on August 25, 2020).
5.1*	Opinion of Sidley Austin LLP.
10.1	Form of Master Agreement.
10.2	Form of Amended and Restated Tax Allocation Agreement.
10.3	Form of Registration Rights Agreement.
10.4	Form of Shared Services Agreement.
10.5+	Form of Genworth Mortgage Holdings, Inc. 2021 Omnibus Incentive Plan.
10.6+	Special Severance Payment Agreement between Genworth Financial, Inc. and Rohit Gupta.
10.7+	Special Severance Payment Agreement between Genworth Financial, Inc. and Dean Mitchell.
10.8+	Amendment No. 1 to Special Severance Payment Agreement between Genworth Financial, Inc. and Dean Mitchell.

10.9+	Special Severance Payment Agreement between Genworth Financial, Inc. and Evan Stolove.
10.10+	Amendment No. 1 to Special Severance Payment Agreement between Genworth Financial, Inc. and Evan Stolove.
10.11+	Transition Retention Bonus Agreement between Genworth Financial, Inc. and Dean Mitchell.
10.12+	Transition Retention Bonus Agreement between Genworth Financial, Inc. and Evan Stolove.
10.13+	Retention Bonus Agreement between Genworth Financial, Inc. and Rohit Gupta.
10.14+	Retention Bonus Agreement between Genworth Financial, Inc. and Dean Mitchell.
10.15+	Retention Bonus Agreement between Genworth Financial, Inc. and Evan Stolove.
10.16+#	Amended and Restated Genworth Financial, Inc. 2015 Key Employee Severance Plan (incorporated by reference to Exhibit 10.6 to the Quarterly Report on Form 10-Q of Genworth Financial, Inc. for the period ended June 30, 2019).
10.17+#	Amended and Restated Genworth Financial, Inc. 2014 Change of Control Plan (incorporated by reference to Exhibit 10.5 to the Quarterly Report on Form 10-Q of Genworth Financial, Inc. for the period ended June 30, 2019).
10.18+#	Amended and Restated Genworth Financial, Inc. Retirement and Savings Restoration Plan (incorporated by reference to Exhibit 10.48 to the Annual Report on Form 10-K of Genworth Financial, Inc. for the fiscal year ended December 31, 2015).
10.19+#	Amended and Restated Genworth Financial, Inc. Supplemental Executive Retirement Plan (incorporated by reference to Exhibit 10.47 to the Annual Report on Form 10-K of Genworth Financial, Inc. for the fiscal year ended December 31, 2015).
10.20	Form of Indemnification Agreement between Genworth Mortgage Holdings, Inc. and each of its directors and executive officers.
21.1#	List of subsidiaries of Genworth Mortgage Holdings, Inc.
23.1#	Consent of KPMG LLP, independent registered public accounting firm.
23.2*	Consent of Sidley Austin LLP (included in Exhibit 5.1).
24.1#	Power of Attorney.
99.1*	Consent of , a director nominee.
99.2*	Consent of , a director nominee.
99.3*	Consent of , a director nominee.
99.4*	Consent of , a director nominee.
99.5*	Consent of , a director nominee.
99.6*	Consent of , a director nominee.
99.7*	Consent of , a director nominee.
99.8*	Consent of , a director nominee.

* To be filed by amendment
\# Previously filed
\+ Indicates management contract and compensatory plan

(b) Financial Statement Schedules

All financial statement schedules are omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or the notes thereto.

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as

expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby further undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus as filed as part of the Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of the Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Raleigh, North Carolina, on the 26th day of April, 2021.

By: /s/ Rohit Gupta
Name: Rohit Gupta
Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated and on the dates indicated:

Signature	Title	Date
/s/ Rohit Gupta Rohit Gupta	President, Chief Executive Officer and Director (principal executive officer)	April 26, 2021
* Dean Mitchell	Senior Vice President, Chief Financial Officer, Treasurer and Director (principal financial officer)	April 26, 2021
* James McMullen	Controller (principal accounting officer)	April 26, 2021
* Evan Stolove	Director	April 26, 2021

By: /s/ Rohit Gupta
Rohit Gupta
Attorney-in-Fact

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
GENWORTH MORTGAGE HOLDINGS, INC.

Pursuant to Section 103 of the General Corporation Law of the State of Delaware (as may be amended from time to time. the "DGCL") the undersigned, Rohit Gupta, President, Chief Executive Officer and Director of Genworth Mortgage Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is Genworth Mortgage Holdings, Inc.

2. The original Certificate of Incorporation of the Corporation (as heretofore amended or supplemented, the "Original Certificate of Incorporation") was filed with the Secretary of State of the State of Delaware on December 12, 2012.

3. The Board of Directors of the Corporation (the "Board of Directors") has, on [●][●], 2021, authorized the amendment and restatement of the Certificate of Incorporation as set forth herein in accordance with the provisions of Sections 141(f), 242 and 245 of the DGCL.

4. This Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") restates and integrates and further amends the Original Certificate of Incorporation.

5. The effective time of this Certificate of Incorporation is [●] a.m. ET on [●][●], 2021.

The text of the Original Certificate of Incorporation is hereby amended, integrated and restated in its entirety as follows:

ARTICLE I

NAME

The name of the Corporation is Genworth Mortgage Holdings, Inc.

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, Delaware, County of New Castle, 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the DGCL, as from time to time amended.

ARTICLE IV

SHARES OF STOCK

The total number of shares of stock which the Corporation shall have authority to issue is [●] ([●]) shares, of which the Corporation shall have authority to issue [●] ([●]) shares of common stock, each having a par value of one cent ($0.01) per share (the "Common Stock"), and [●] ([●]) shares of preferred stock, each having a par value of one cent ($0.01) per share (the "Preferred Stock").

A. Common Stock. The powers, preferences and rights, and the qualifications, limitations and restrictions, of the Common Stock are as follows:

i. Each holder of record of shares of Common Stock shall be entitled to one vote for each share of Common Stock held on all matters submitted to a vote of stockholders of the Corporation on which holders of Common Stock are entitled to vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation, including any certificate of designations relating to any series of Preferred Stock, that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or the DGCL.

1) The holders of shares of Common Stock shall not have cumulative voting rights (as defined in Section 214 of the DGCL).

ii. Subject to the rights of the holders of Preferred Stock, and subject to any other provisions of this Certificate of Incorporation, holders of shares of Common Stock shall be entitled to receive such dividends in cash, stock or property of the Corporation if, as and when declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor.

iii. In the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, after payment or provision for the payment of the debt and liabilities of the Corporation and subject to the prior payment in full of the preferential amounts, if any, to which any series of Preferred Stock may be entitled, the holders of shares of Common Stock shall be entitled to receive the assets and funds of the Corporation remaining for distribution in proportion to the number of shares held by them, respectively.

iv. No holder of shares of Common Stock shall be entitled to preemptive or subscription rights.

B. Preferred Stock. The Board of Directors is expressly authorized to provide. out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock, and, with respect to each such series, to fix for each such series such voting powers, full or limited, or no voting powers, and the number of shares constituting such series and such distinctive designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such series and as may be permitted by the DGCL. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

C. No Class Vote on Changes in Authorized Number of Shares of Stock. Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of shares of stock representing a majority of the voting power of all the then-outstanding shares of stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL.

ARTICLE V

TERM

The Corporation shall have perpetual existence.

ARTICLE VI

DIRECTORS

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon the Board of Directors by applicable law, this Certificate of Incorporation or the Amended and Restated Bylaws of the Corporation (as amended from time to time, the "Bylaws"), the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject to the provisions of the DGCL and this Certificate of Incorporation.

B. Subject to the terms and conditions of the Master Agreement, between the Corporation and Genworth Financial, Inc. ("Parent"), dated as of [●], 2021 (as may be amended, supplemented, restated or otherwise modified from time to time, the "Master Agreement"), the number of directors of the Corporation shall be fixed from time to time exclusively by resolution of the Board of Directors.

C. Each director shall hold office until the next annual meeting of stockholders and until his or her successor has been duly elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

D. Subject to the terms and conditions of the Master Agreement and the rights of one or more series of Preferred Stock then outstanding, (i) any newly created directorship or any vacancy on the Board of Directors for any cause, shall be filled solely by a majority of the directors then in office, even if less than a quorum remains, or by the sole remaining director. Any director elected to fill a vacancy or newly created directorship shall hold office until the next annual meeting of stockholders and until his or her successor has been duly elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal and (ii) the right of stockholders to fill vacancies on the Board of Directors is hereby specifically denied.

E. Notwithstanding the foregoing, the election, term, removal and filling of vacancies with respect to directors, if any, elected separately by the holders of one or more classes or series of Preferred Stock shall not be governed by this Article VI, but rather shall be as provided for in the resolutions adopted by the Board of Directors creating and establishing such class or series of Preferred Stock.

F. No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any amendment, repeal or modification of this Section F of this Article VI, or the adoption of any provision inconsistent with this Section F of this Article VI, shall not adversely affect any right or protection of a director of the Corporation existing at the time of such amendment, repeal or modification with respect to acts or omissions occurring prior to such amendment, repeal or modification. If the DGCL hereafter is amended to eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the DGCL, as so amended.

G. In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Certificate of Incorporation and any Bylaws adopted by the stockholders; provided, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the directors that would have been valid if such Bylaws had not been adopted.

H. Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VII

ACTION BY WRITTEN CONSENT

Subject to the terms of any series of Preferred Stock, (i) for so long as Parent beneficially owns (directly or indirectly) at least a majority of the voting power of the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors (the "Voting Stock"), any action that is required or permitted to be taken by the stockholders of Corporation may be effected by consent in lieu of a meeting and (ii) if Parent no longer beneficially owns (directly or indirectly) at least a majority of the Voting Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation and may not be effected by any consent in lieu of a meeting.

ARTICLE VIII

MEETINGS OF STOCKHOLDERS & BOOKS OF THE CORPORATION

Meetings of stockholders may be held at such place, if any, within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE IX

SPECIAL MEETINGS OF STOCKHOLDERS & ADVANCE NOTICE

Except as otherwise required by law, special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called at any time only (i) by the Chairperson of the Board of Directors, (ii) by the Chief Executive Officer of the Corporation (or, in the absence of a Chief Executive Officer, the President), (iii) pursuant to a resolution duly adopted by a majority of the Board of Directors or (iv) so long as Parent beneficially owns (directly or indirectly) at least fifty percent (50%) or more of the Voting Stock, by the Secretary of the Corporation at the request of the holders of shares representing at least fifty percent (50%) of the Voting Stock. Other than as set forth in clause (iv) of the preceding sentence, any power of stockholders to call a special meeting of stockholders is hereby specifically denied.

Advance notice of stockholder nominations for the election of directors of the Corporation and of other business to be brought by stockholders before any meeting of stockholders of the Corporation shall be given in the manner provided in the Bylaws. No business other than that stated in the notice of such meeting (or any amendment or supplement thereto), which notice, in the case of a special meeting called by a stockholder or stockholders,

shall include all business requested by such stockholder or stockholders to be transacted at such meeting, shall be transacted at any special meeting.

ARTICLE X

AMENDMENT OF BYLAWS

In furtherance and not in limitation of the powers conferred upon it by the laws of the State of Delaware, the Board of Directors shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the Bylaws. The affirmative vote of at least a majority of the Board of Directors shall be required to adopt, amend, alter or repeal the Bylaws. The Bylaws also may be adopted, amended, altered or repealed by the stockholders by the affirmative vote of the holders of at least a majority of the Voting Stock.

ARTICLE XI

AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, as from time to time in effect, including to add thereto any provision authorized by the law of the State of Delaware, in the manner now or hereafter prescribed in the DGCL, and all rights, preferences and privileges conferred upon stockholders, directors or officers of the Corporation or any other person whomsoever by and pursuant to this Certificate of Incorporation in its present form, or as hereafter amended, are granted subject to the right reserved in this Article XI.

ARTICLE XII

CORPORATE OPPORTUNITIES

A. To the fullest extent permitted by applicable law (including, without limitation, Section 122(17) of the DGCL (or any successor provision)), the Corporation, on behalf of itself and its subsidiaries, renounces pursuant to Section 122(17) of the DGCL any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to Parent or any of its officers, directors, employees, agents, shareholders and affiliates (other than the Corporation and its subsidiaries) (each, a "Specified Party"), even if the opportunity is one that the Corporation or any of its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if presented the opportunity to do so. Each such Specified Party shall have no duty to communicate or offer such business opportunity to the Corporation or any of its subsidiaries and, to the fullest extent permitted by applicable law, shall not be liable to the Corporation or any of its subsidiaries for breach of any fiduciary or other duty, as a director or officer or controlling stockholder or otherwise, by reason of the fact that such Specified Party pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or any of its subsidiaries. Notwithstanding the foregoing, a Specified Party who is a director or

officer of the Corporation and who is expressly offered a business opportunity solely in his or her capacity as a director or officer of the Corporation (a "Directed Opportunity") shall be obligated to communicate such Directed Opportunity to the Corporation.

B. The Specified Parties shall, to the fullest extent permitted by applicable law, have no duty to refrain from (i) engaging directly or indirectly in the same or similar business activities or lines of business as the Corporation or any of its subsidiaries or (ii) otherwise competing with the Corporation or any of its subsidiaries.

C. In addition to and notwithstanding the foregoing provisions of this Article XII, a corporate opportunity shall not be deemed to belong to the Corporation if it is a business opportunity that the Corporation is not financially able or contractually permitted or legally able to undertake, or that is, from its nature, not in the line of the Corporation's business or is of no practical advantage to it or that is one in which the Corporation has no interest or reasonable expectancy.

D. No alteration, amendment or repeal of this Article XII (including the adoption of any provision of this Certificate of Incorporation inconsistent with this Article XII) shall eliminate or reduce the effect of this Article XII in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article XII, would accrue or arise, prior to such alteration, amendment or repeal. This Article XII shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director or officer of the Corporation under this Certificate of Incorporation, the Bylaws or applicable law.

E. Any person or entity purchasing or otherwise acquiring or holding any interest in the shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII.

ARTICLE XIII

EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum (an "Alternative Forum Consent"), the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any current or former director, officer, stockholder, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation arising out of or relating to any provision of the DGCL or the Corporation's Certificate of Incorporation or Bylaws (each, as in effect from time to time), or (iv) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation governed by the internal affairs doctrine of the State of Delaware; provided, however, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or

federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Unless the Corporation gives an Alternative Forum Consent, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. This exclusive forum provision will not apply to actions arising under the Exchange Act of 1934 (the "Exchange Act"). Any person or entity purchasing, otherwise acquiring or holding any interest in shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XIII. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Corporation's ongoing consent right as set forth above in this Article XIII with respect to any current or future actions or claims.

ARTICLE XIV

SEVERABILITY

If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent authorized or permitted by law.

ARTICLE XV

SECTION 203 OF THE DGCL

A. Opt Out. The Corporation hereby expressly elects that it shall not be governed by, or otherwise be subject to, Section 203 of the DGCL.

B. Applicable Restrictions to Business Combinations. Notwithstanding the foregoing and notwithstanding any other provisions of the DGCL, the Corporation shall not engage in any business combination (as defined below), at any point in time at which any class of Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act of 1934, as amended, with

any interested stockholder (as defined below) for a period of three years following the time that such stockholder became an interested stockholder, unless:

i. prior to such time, the Board of Directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder, or

ii. upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (1) persons who are directors and also officers and (2) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer, or

iii. at or subsequent to such time, the business combination is approved by the Board of Directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66⅔% of the outstanding voting stock of the Corporation which is not owned by the interested stockholder.

The restrictions contained in this Article XV shall not apply if the business combination is proposed prior to the consummation or abandonment of and subsequent to the earlier of the public announcement or the notice required hereunder of a proposed transaction which (i) constitutes one of the transactions described in the second sentence of this paragraph, (ii) is with or by a person who either was not an interested stockholder during the previous three years or who became an interested stockholder with the approval of the Board of Directors and (iii) is approved or not opposed by a majority of the directors then in office (but not less than one) who were directors prior to any person becoming an interested stockholder during the previous three years or were recommended for election or elected to succeed such directors by a majority of such directors. The proposed transactions referred to in the preceding sentence are limited to (x) a merger or consolidation of the Corporation (except for a merger in respect of which, pursuant to Section 251(f) of the DGCL, no vote of the stockholders of the Corporation is required), (y) a sale, lease, exchange, mortgage, pledge, transfer, or other disposition (in one transaction or a series of transactions), whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation (other than to any direct or indirect wholly owned subsidiary or to the Corporation) having an aggregate market value equal to fifty percent or more of either that aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation or (z) a proposed tender or exchange offer for 50% or more of the outstanding voting stock of the Corporation. The Corporation shall give not less than 20 days' notice to all interested stockholders prior to the consummation of any of the transactions described in clause (x) or (y) of the second sentence of this paragraph.

C. Certain Definitions. For purposes of this Article XV, references to:

i. "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

ii. "associate," when used to indicate a relationship with any person, means: (i) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock; (ii) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

iii. "business combination," when used in reference to the Corporation and any interested stockholder of the Corporation, means;

1) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (a) with the interested stockholder, or (b) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation paragraph B of this Article XV is not applicable to the surviving entity;

2) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

3) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (a) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (b) pursuant to a merger under Section 251(g) of the DGCL; (c) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (d) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (e) any issuance or transfer of stock by the Corporation; provided, however, that in no case under items (c) through (e) of this subsection (3) shall there be an increase in the interested stockholder's proportionate

share of the stock of any class or series of the Corporation or of the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

4) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

5) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted in subsections (1) through (4) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

iv. "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of a corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Article XV, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

v. "interested stockholder" means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (1) is the owner of 15% or more of the outstanding voting stock of the Corporation, or (2) is an affiliate or associate of the Corporation and was the owner of 15% or more of the outstanding voting stock of the Corporation at any time within the three-year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder; and the affiliates and associates of such person; provided, however, that the term "interested stockholder" shall not include (a) Parent Group, (b) a stockholder that becomes an interested stockholder inadvertently and (x) as soon as practicable divests itself of ownership of sufficient shares so that such stockholder ceases to be an interested stockholder and (y) would not, at any time within the three-year period immediately prior to a business combination between the Corporation and such stockholder, have been an interested stockholder but for the inadvertent acquisition of ownership or (c) any person whose ownership of shares in excess of the 15% limitation set forth herein is the result of any action taken solely by the Corporation; provided, however, that such person specified in this clause (c) shall be an interested stockholder if thereafter such person acquires additional shares of voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the

purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of "owner" below but shall not include any other unissued stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

vi. "owner," including the terms "own" and "owned," when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates:

1) beneficially owns such stock, directly or indirectly; or

2) has (a) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's affiliates or associates until such tendered stock is accepted for purchase or exchange; or (b) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to 10 or more persons; or

3) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in clause (b) of subsection (2) above), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

vii. "Parent Group" means Parent and any current or future affiliates of Parent (so long as such affiliate remains an affiliate), any of their direct or indirect transferees of at least 15% of the Corporation's outstanding Common Stock and any "group" of which any such person is part under Rule 13d-5 under the Exchange Act; provided, however, that the term "Parent Group" shall not include the Corporation or any of the Corporation's direct or indirect subsidiaries.

viii. "person" means any individual, corporation, partnership, unincorporated association or other entity.

ix. "stock" means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

x. "voting stock" means stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity.

Every reference in this Article XV to a percentage or proportion of voting stock shall refer to such percentage or other proportion of the votes of such voting stock.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Incorporation to be executed on its behalf by its duly authorized officer this [●]th day of [●], 2021.

GENWORTH MORTGAGE HOLDINGS, INC.

By: _____

Name: Rohit Gupta

Title: President and Chief Executive Officer

AMENDED AND RESTATED BYLAWS

OF

GENWORTH MORTGAGE HOLDINGS, INC.

a Delaware corporation

Effective [_____], 2021

TABLE OF CONTENTS

AMENDED AND RESTATED BYLAWS

OF

Genworth Mortgage Holdings, Inc.

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

Section 1.1. Registered Office. The registered office of the Corporation shall be fixed in the certificate of incorporation of the Corporation, as amended and restated from time to time (the "Certificate of Incorporation").

Section 1.2. Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 2.1. Place of Meetings. Meetings of the stockholders shall be held at such place, if any, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that a meeting of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication in the manner authorized by Section 211 of the General Corporation Law of the State of Delaware (the "DGCL").

Section 2.2. Annual Meetings. The annual meeting of stockholders (the "Annual Meeting") for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be

transacted at the Annual Meeting. The Corporation may postpone, reschedule or cancel any Annual Meeting previously scheduled by the Board of Directors.

Section 2.3. Special Meetings. Unless otherwise required by law, special meetings of stockholders (a "Special Meeting") shall be called in the manner provided by the Certificate of Incorporation. At a Special Meeting, only such business shall be conducted as shall be specified in the notice of meeting (or any supplement thereto), which shall state the purpose or purposes of the meeting. The Corporation may postpone, reschedule or cancel any Special Meeting previously scheduled by the Board of Directors.

Section 2.4. Nature of Business at Meetings of Stockholders.

(a) Only such business (other than nominations for election to the Board of Directors, which must comply with the provisions of Section 2.5 hereof) may be transacted at an Annual Meeting as is (1) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (2) otherwise properly brought before the Annual Meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (3) otherwise properly brought before the Annual Meeting by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 2.4 and on the record date for the determination of stockholders entitled to notice of and to vote at such Annual Meeting and (ii) who complies with the notice procedures set forth in this Section 2.4. Notwithstanding the foregoing, at a Special Meeting, only such business shall be conducted as specified in the notice of meeting (or any amendment or supplement thereto).

(b) For business to be properly brought before an Annual Meeting by a stockholder pursuant to clause (3) of paragraph (a) of this Section 2.4, such stockholder must

have given timely notice thereof in proper written form to the Secretary of the Corporation and such proposed business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice to the Secretary must be delivered to or be mailed and received at the principal executive offices of the Corporation not later than the close of business (as defined below) on the ninetieth (90th) day nor earlier than the close of business on the one hundred and twentieth (120th) day prior to the anniversary date of the immediately preceding Annual Meeting (which date shall, for purposes of the Corporation's first Annual Meeting after its shares of common stock are first publicly traded, be deemed to have occurred on [●], 2021); provided, however, that in the event that the Annual Meeting is called for a date that is not within thirty (30) days before or sixty (60) days after such anniversary date, or if no Annual Meeting was held or deemed to have been held in the preceding year, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the Annual Meeting was mailed or such public disclosure of the date of the Annual Meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an Annual Meeting, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) To be in proper written form, a stockholder's notice to the Secretary must set forth the following information: (1) as to each matter such stockholder proposes to bring before the Annual Meeting a brief description of the business desired to be brought before the Annual Meeting and the proposed text of any proposal regarding such business (including the specific text of any resolutions proposed for consideration and, if such business includes a proposal to amend the Amended and Restated Bylaws, the specific text of the proposed

amendment), and the reasons for conducting such business at the Annual Meeting, and (2) as to the stockholder giving notice and the beneficial owner, if any, on whose behalf the proposal is being made, (i) the name and record address of such stockholder as they appear on the Corporation's books and the name and address of the beneficial owner; (ii) (A) the class or series and number of all shares of stock of the Corporation that are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name and address of each nominee holder of shares of all stock of the Corporation owned beneficially but not of record, by such person or any affiliates or associates of such person, and the number of such shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation; (iii) a description of all agreements, arrangements or understandings (whether written or oral) between or among such person, or any affiliates or associates of such person, and any other person or persons (including their names) in connection with or relating to (A) the Corporation or (B) the proposal, including any material interest in, or anticipated benefit from, the proposal to such person, or any affiliates or associates of such

person; (iv) a representation that the stockholder giving notice intends to appear in person or by proxy at the Annual Meeting to bring such business before the meeting; (v) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares of stock required to approve or adopt the proposal and/or (B) otherwise to solicit proxies or votes from stockholders in support of such proposal; and (vi) any other information relating to such person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies by such person with respect to the proposed business to be brought by such person before the Annual Meeting pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder.

(d) A stockholder providing notice of business proposed to be brought before an Annual Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.4 shall be true and correct as of the record date for determining the stockholders entitled to receive notice of the Annual Meeting and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to receive notice of the Annual Meeting.

(e) No business shall be conducted at the Annual Meeting except business brought before the Annual Meeting in accordance with the procedures set forth in this Section 2.4; provided, however, that, once business has been properly brought before the Annual Meeting in accordance with such procedures, nothing in this Section 2.4 shall be deemed to

preclude discussion by any stockholder of any such business. If the chairperson of an Annual Meeting determines that business was not properly brought before the Annual Meeting in accordance with the foregoing procedures, the chairperson shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

(f) Nothing contained in this Section 2.4 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision of law).

(g) Notwithstanding the foregoing provisions of this Section 2.4, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the Annual Meeting to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.4 and Section 2.5, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(h) For purposes of this Section 2.4 and Section 2.5, "public announcement" shall include disclosure in a press release reported by a national news service or in a document filed or furnished by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

Section 2.5. Nomination of Directors.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided in the Certificate of Incorporation with respect to the right of holders of preferred stock of the Corporation, if any, to nominate and elect a specified number of directors in certain circumstances or as provided in the Master Agreement, between the Corporation and Genworth Financial, Inc. ("Genworth"), dated as of [●], 2021 (as may be amended, supplemented, restated or otherwise modified from time to time, the "Master Agreement") with respect to the right of Genworth to nominate a specified number of directors of the Corporation. Nominations of persons for election to the Board of Directors may be made at any Annual Meeting, or at any Special Meeting called for the purpose of electing directors, (1) by or at the direction of the Board of Directors (or any duly authorized committee thereof), which shall be in accordance with the terms and conditions of the Master Agreement or (2) by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 2.5 and on the record date for the determination of stockholders entitled to notice of and to vote at such Annual Meeting or Special Meeting and (ii) who complies with the notice procedures set forth in this Section 2.5.

(b) For a nomination to be made by a stockholder pursuant to clause (2) of paragraph (a) of this Section 2.5, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a stockholder's notice to the Secretary must be delivered to or be mailed and received at the principal executive offices of the Corporation (1) in the case of an Annual Meeting, not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred and twentieth

(120th) day prior to the anniversary date of the immediately preceding Annual Meeting (which date shall, for purposes of the Corporation's first Annual Meeting after its shares of common stock are first publicly traded, be deemed to have occurred on [●], 2021); provided, however, that in the event that the Annual Meeting is called for a date that is not within thirty (30) days before or seventy (70) days after such anniversary date, or if no Annual Meeting was held or deemed to have been held in the preceding year, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the Annual Meeting was mailed or such public disclosure of the date of the Annual Meeting was made, whichever first occurs; and (2) in the case of a Special Meeting called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which notice of the date of the Special Meeting was mailed or public disclosure of the date of the Special Meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an Annual Meeting or a Special Meeting called for the purpose of electing directors, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. The number of nominees a stockholder may nominate for election at an Annual Meeting or a Special Meeting (or in the case of a stockholder giving the notice on behalf of a beneficial owner, the number of nominees a stockholder may nominate for election at the Annual Meeting or Special Meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such Annual Meeting or such Special Meeting.

(c) To be in proper written form, a stockholder's notice to the Secretary must set forth the following information: (1) as to each person whom the stockholder proposes to nominate for election as a director (i) the name, age, business address and residence address of

such person, (ii) the principal occupation or employment of such person, (iii) (A) the class or series and number of all shares of stock of the Corporation that are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of all stock of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of such shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation, (iv) such person's written representation and agreement that such person (A) is not and will not become a party to (I) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (II) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person

or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director of the Corporation that has not been disclosed to the Corporation in such representation and agreement, (C) in such person's individual capacity, would be in compliance, if elected as a director of the Corporation, and will comply with, all confidentiality, corporate governance, conflict of interest, Regulation FD, codes of conduct and ethics, and stock ownership and trading policies and guidelines of the Corporation, and any other Corporation policies and guidelines applicable to directors (which, in each case, to the extent not publicly disclosed, will be promptly provided following a request therefor), and (D) consents to serving as a director, if elected, and to being named in the Corporation's proxy statement and form of proxy as a director nominee and, if elected, currently intends to serve as a director for the full term for which such person is standing for election, and (v) all completed and signed questionnaires prepared by the Corporation applicable to directors and director nominees (which will be provided promptly following a request therefor) and any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder; and (2) as to the stockholder giving the notice, and the beneficial owner, if any, on whose behalf the nomination is being made, (i) the name and record address of the stockholder giving the notice and the name and address of such beneficial owner; (ii) (A) the class or series and number of all shares of stock of the Corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of shares of

stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation; (iii) a description of (A) all agreements, arrangements or understandings (whether written or oral) between such person, or any affiliates or associates of such person, and any proposed nominee, or any affiliates or associates of such proposed nominee, (B) all agreements, arrangements or understandings (whether written or oral) between such person, or any affiliates or associates of such person, and any other person or persons (including their names) pursuant to which the nomination(s) are being made by such person, or otherwise relating to the Corporation or their ownership of shares of stock of the Corporation, and (C) any material interest of such person, or any affiliates or associates of such person, in such nomination, including any anticipated benefit therefrom to such person, or any affiliates or associates of such person; (iv) a representation that the stockholder giving notice intends to appear in person or by proxy at the Annual Meeting or a Special Meeting to nominate the persons named in its notice; (v) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of

proxy to holders of at least the percentage of the Corporation's outstanding shares of stock required to elect the nominee and/or (B) otherwise to solicit proxies or votes from stockholders in support of such nomination; and (vi) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with the solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named in the Corporation's proxy statement and associated proxy card as a nominee and to serve as a director if elected. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation and to determine the independence of such director under the Exchange Act and rules and regulations thereunder and applicable stock exchange rules.

(d) A stockholder providing notice of any nomination proposed to be made at an Annual Meeting or a Special Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.5 shall be true and correct as of the record date for determining the stockholders entitled to receive notice of the Annual Meeting or a Special Meeting, and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to receive notice of such Annual Meeting or Special Meeting.

(e) Notwithstanding anything in the second sentence of paragraph (b) of this Section 2.5 to the contrary, in the event that the number of directors to be elected to the Board of

Directors of the Corporation at the Annual Meeting is increased effective after the time period for which nominations would otherwise be due under paragraph (b) of this Section 2.5 and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's Annual Meeting, a stockholder's notice required by this Section 2.5 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10^{th}) day following the day on which such public announcement is first made by the Corporation.

(f) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 2.5. If the chairperson of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the chairperson shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

(g) Notwithstanding the foregoing provisions of this Section 2.5, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the Annual Meeting or Special Meeting to present a nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(h) For as long as the Master Agreement remains in effect, Genworth shall not be subject to the notice procedures set forth in this Section 2.5 with respect to any Person designated by Genworth to be a nominee for election to the Board of Directors in accordance with the terms of the Master Agreement.

(i) Nothing contained in this Section 2.5 of this Article II or in any other provision of these Amended and Restated Bylaws shall affect or impair any rights of Genworth to the Master Agreement to have any person designated by Genworth to be a nominee for election to the Board of Directors and to have such nominee included in the Corporation's proxy statement.

Section 2.6. Notice. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting, in the form of a writing or electronic submission, shall be given which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at such meeting, if such date is different from the record date for determining stockholders entitled to notice of such meeting, and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law, notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to notice of and to vote at such meeting as of the record date for determining stockholders entitled to notice of such meeting.

Section 2.7. Adjournments. Any meeting of the stockholders may be adjourned from time to time by the chairperson of such meeting or by the Board of Directors, without the need for approval thereof by stockholders, to reconvene or convene, at the same or some other place. Notice need not be given of any such adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may

transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, notice of the adjourned meeting in accordance with the requirements of Section 2.6 hereof shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment, a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting in accordance with Section 2.13 hereof, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 2.8. Quorum. Unless otherwise required by applicable law or the Certificate of Incorporation, the holders of a majority in voting power of the outstanding shares of stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If such quorum, however, shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 2.7 hereof, until a quorum shall be present or represented.

Section 2.9. Voting. Unless a different or minimum vote is required by law, the Certificate of Incorporation or these Amended and Restated Bylaws, the rules and regulations of any securities exchange applicable to the Corporation or any law or regulation applicable to the Corporation or its securities, in which case such different or minimum vote shall be the applicable vote on the matter, any question brought before any meeting of the stockholders, other than the election of directors, shall be decided by the affirmative vote of the holders of a majority

in voting power of the outstanding shares of stock of the Corporation which are present in person or by proxy and entitled to vote thereon. Unless otherwise provided in the Certificate of Incorporation, each stockholder entitled to vote at any meeting of the stockholders shall be entitled to cast one (1) vote for each share of stock held by such stockholder which has voting power upon the matter in question. Such votes may be cast in person or by proxy as provided in Section 2.10. The Board of Directors, in its discretion, or the chairperson of a meeting of the stockholders, in his or her discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 2.10. Proxies. Each stockholder entitled to vote at a meeting of the stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder as proxy, but no such proxy shall be voted upon after three years from its date, unless such proxy provides for a longer period. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, the following shall constitute a valid means by which a stockholder may grant such authority: The authorization of a person to act as proxy may be documented, signed and delivered in accordance with Section 116 of the DGCL provided that such authorization shall set forth, or be delivered with, information enabling the Corporation to determine the identity of the stockholder granting such authorization. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date.

Section 2.11. Consent of Stockholders in Lieu of Meeting. The right of the stockholders to act by consent in lieu of a meeting shall be as set forth in the Certificate of Incorporation.

Section 2.12. List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date. Such list shall be arranged in alphabetical order, and show the address of each stockholder and the number of shares registered in the name of each stockholder; provided that the Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 2.13. Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournment or postponement thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment or postponement of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned or postponed meeting.

(b) To the extent stockholders may take action by consent pursuant to the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a consent setting forth the action taken or proposed to be taken is delivered to the

Corporation in accordance with Section 228 of the DGCL. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 2.14. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 2.12 hereof or the books of the Corporation, or to vote in person or by proxy at any meeting of the stockholders.

Section 2.15. Conduct of Meetings. The Board of Directors may adopt by resolution such rules and regulations for the conduct of any meeting of the stockholders as it shall deem appropriate. Meetings of stockholders shall be presided over by the Chairperson of the Board of Directors, if there shall be one, or if there shall not be a Chairperson of the Board of Directors or in his or her absence, the Chief Executive Officer. The Board of Directors shall have the authority to appoint a temporary chairperson to serve at any meeting of the stockholders if the Chairperson of the Board of Directors or the Chief Executive Officer is unable to do so for any reason. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairperson of any meeting of the stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairperson of the meeting, may include, without limitation, the following: (i) establishment of an agenda or order of business for

the meeting; (ii) determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants.

Section 2.16. Inspectors of Election. In advance of any meeting of the stockholders, the Board of Directors, by resolution, the Chairperson of the Board of Directors or the Chief Executive Officer may, and shall, if required by law, appoint one or more inspectors to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of the stockholders, the chairperson of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

Section 2.17. Delivery to the Corporation. Whenever Sections 2.4 and 2.5 of this Article II require one or more persons (including a record or beneficial owner of stock of the Corporation) to deliver a document or information to the Corporation or any officer, employee or

agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered. For the avoidance of doubt, with respect to any notice from any stockholder of record or beneficial owner of the Corporation's shares of stock pursuant to Sections 2.4 and 2.5 of this Article II, to the fullest extent permitted by law, the Corporation expressly opts out of Section 116 of the DGCL.

Section 2.18. Close of Business. For purposes of these Amended and Restated Bylaws, "close of business" shall mean 5:00 p.m. local time at the principal executive offices of the Corporation on any calendar day, whether or not such day is a business day.

ARTICLE III

DIRECTORS

Section 3.1. Number and Election of Directors. The number of directors shall be fixed as set forth in the Certificate of Incorporation. Except as provided in Section 3.2 hereof, directors shall be elected by a plurality of the votes cast at an Annual Meeting. Directors need not be stockholders.

Section 3.2. Vacancies. Newly created directorships and vacancies shall be filled as set forth in the Certificate of Incorporation.

Section 3.3. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute, the Certificate of

Incorporation or, these Amended and Restated Bylaws or the rules and regulations of any securities exchange on which the securities of the Corporation are listed by the Corporation required to be exercised or done by the stockholders.

Section 3.4. Meetings. The Board of Directors and any committee thereof may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors or any committee thereof may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors or such committee, respectively. Special meetings of the Board of Directors may be called by the Chairperson of the Board of Directors, the Chief Executive Officer or by any two or more directors. Special meetings of any committee of the Board of Directors may be called by the chairperson of such committee, the Chief Executive Officer or any director serving on such committee. Notice thereof stating the place, date and time of the meeting shall be given to each director (or, in the case of a committee, to each member of such committee) not less than twenty-four (24) hours before the meeting or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 3.5. Organization. At each meeting of the Board of Directors or any committee thereof, the Chairperson of the Board of Directors or the chairperson of such committee, as the case may be, or, in his or her absence or if there be none, a director chosen by a majority of the directors present, shall act as chairperson of such meeting. Except as provided below, the Secretary of the Corporation shall act as secretary at each meeting of the Board of Directors and of each committee thereof. In case the Secretary shall be absent from any meeting of the Board of Directors or of any committee thereof, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary

and all the Assistant Secretaries, the chairperson of the meeting may appoint any person to act as secretary of the meeting. Notwithstanding the foregoing, the members of each committee of the Board of Directors may appoint any person to act as secretary of any meeting of such committee and the Secretary or any Assistant Secretary of the Corporation may, but need not if such committee so elects, serve in such capacity.

Section 3.6. Chairperson of the Board of Directors. The Chairperson of the Board of Directors shall preside at all meetings of the Board of Directors. The Chairperson of the Board of Directors shall also perform such other duties and may exercise such other powers as may from time to time be assigned by these Amended and Restated Bylaws or by the Board of Directors.

Section 3.7. Resignations and Removals of Directors. Any director of the Corporation may resign from the Board of Directors or any committee thereof at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board of Directors, the Chief Executive Officer or the Secretary of the Corporation and, in the case of a committee, to the chairperson of such committee, if there be one. Such resignation shall take effect at the time therein specified or, if no time is specified, immediately; and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Any director or the entire Board of Directors may be removed from office at any time, with or without cause, by the affirmative vote of the holders of at least a majority in voting power of the issued and outstanding shares of stock of the Corporation entitled to vote in the election of directors. Any director serving on a committee of the Board of Directors may be removed from such committee at any time by the Board of Directors.

Section 3.8. Quorum. Except as otherwise required by law, the Certificate of Incorporation or the rules and regulations of any securities exchange on which the Corporation’s

securities are listed by the Corporation, at all meetings of the Board of Directors or any committee thereof, a majority of the entire Board of Directors or a majority of the directors constituting such committee, as the case may be, shall constitute a quorum for the transaction of business and the act of a majority of the directors or committee members present at any meeting at which there is a quorum shall be the act of the Board of Directors or such committee, as applicable. If a quorum shall not be present at any meeting of the Board of Directors or any committee thereof, the directors present thereat may adjourn or postpone the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned or postponed meeting, until a quorum shall be present.

Section 3.9. Actions of the Board of Directors by Written Consent. Unless otherwise provided in the Certificate of Incorporation or these Amended and Restated Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board of Directors or such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10. Meetings by Means of Conference Telephone or Other Electronic Communications. Unless otherwise provided in the Certificate of Incorporation or these Amended and Restated Bylaws, members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons

participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 3.10 shall constitute presence in person at such meeting.

Section 3.11. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each member of a committee must meet the requirements for membership, if any, imposed by applicable law and the rules and regulations of any securities exchange on which the securities of the Corporation are listed by the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. Subject to the rules and regulations of any securities exchange on which the securities of the Corporation are listed by the Corporation, in the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another qualified member of the Board of Directors to act at the meeting in the place of any absent or disqualified member for any committee of the Board of Directors other than the Independent Capital Committee (as described below). Any committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 3.12. Independent Capital Committee. There shall be an Independent Capital Committee composed of three (3) independent directors as more fully set forth in the charter of the Independent Capital Committee for so long as the Corporation is a public company listed on a national securities exchange with stockholders other than Genworth Financial, Inc. (or any successor thereto) (the "Minority Stockholders"); provided, however, that, notwithstanding the foregoing, the Independent Capital Committee shall automatically be dissolved and its committee charter shall be of no further effect from and after the time that Genworth Financial, Inc. (or its successor) directly or indirectly owns less than 50% of the voting power of the issued and outstanding shares of stock of the Corporation entitled to vote in the election of directors.

Section 3.13. Compensation. Unless otherwise restricted by the Certificate of Incorporation, directors may receive such compensation, if any, for their services on the Board of Directors and its committees, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors.

Section 3.14. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative

votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV

OFFICERS

Section 4.1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall include a Chief Executive Officer and a Secretary. The Board of Directors, in its discretion, also may choose a President, who may but need not be a different person than the Chief Executive Officer, a Chief Financial Officer, a Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and select and appoint such other officers it deems necessary. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Amended and Restated Bylaws. The officers of the Corporation need not be stockholders of the Corporation nor need such officers be directors of the Corporation.

Section 4.2. Election. The Board of Directors, at its first meeting held after each Annual Meeting (or action by consent of stockholders in lieu of the Annual Meeting, if allowed by the Certificate of Incorporation and these Amended and Restated Bylaws), shall elect the

officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 4.3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer or any Vice President or any other officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation or other entity in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4.4. Chief Executive Officer. The Chief Executive Officer shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The Chief Executive Officer shall be authorized to execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, if any, except that the other officers of the Corporation may sign and execute such documents when so

authorized by these Amended and Restated Bylaws, the Board of Directors or the Chief Executive Officer. In the absence or disability of the Chairperson of the Board of Directors, the Chief Executive Officer shall preside at all meetings of the stockholders and, provided the Chief Executive Officer is also a director, the Board of Directors. The Chief Executive Officer shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Amended and Restated Bylaws or by the Board of Directors. If the Board of Directors shall not otherwise designate a President, the Chief Executive Officer shall be the President of the Corporation. If a Person other than the Chief Executive Officer is designated as President, the President shall perform such duties as may from time to time be assigned to such officer by the Board of Directors or the Chief Executive Officer.

Section 4.5. Vice Presidents. At the request of the Chief Executive Officer or in the Chief Executive Officer's absence or in the event of the Chief Executive Officer's inability or refusal to act, the Vice President, or the Vice Presidents if there are more than one (in the order designated by the Board of Directors), shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. Each Vice President shall perform such other duties and have such other powers as the Board of Directors or Chief Executive Officer from time to time may prescribe. If there be no Chairperson of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the Chief Executive Officer or in the event of the inability or refusal of the Chief Executive Officer to act, shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

Section 4.6. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairperson of the Board of Directors or the Chief Executive Officer, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary then either the Board of Directors or the Chief Executive Officer may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 4.7. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the

Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation.

Section 4.8. Assistant Secretaries. Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, any Vice President or the Secretary, and in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 4.9. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, any Vice President or the Treasurer, and in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer.

Section 4.10. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 5.1. Shares of Stock. The shares of the Corporation may be (i) represented by certificates (ii) uncertificated shares provided that the Board of Directors has provided by resolution that some or all of any or all classes or series of stock shall be uncertificated shares or (iii) a combination of both. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation.

Section 5.2. Signatures. To the extent any shares are represented by certificates, every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by any two authorized officers of the Corporation, including, without limitation, the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer, the Controller, the Secretary, or an Assistant Treasurer or Assistant Secretary, certifying the number of shares owned by such holder in the Corporation. To the extent any shares are represented by certificates, any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.3. Lost Certificates. The Board of Directors may direct a new certificate or uncertificated shares be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or uncertificated shares, the Board of Directors may, in its discretion

and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate or uncertificated shares.

Section 5.4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by applicable law, the Certificate of Incorporation and these Amended and Restated Bylaws. Transfers of stock shall be made on the books of the Corporation, and in the case of certificated shares of stock, only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; or, in the case of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered holder of the shares or by such person's attorney lawfully constituted in writing, and upon payment of all necessary transfer taxes and compliance with appropriate procedures for transferring shares in uncertificated form; provided, however, that such surrender and endorsement (to the extent any shares are represented by certificates), compliance or payment of taxes shall not be required in any case in which the officers of the Corporation shall determine to waive such requirement. With respect to certificated shares of stock, every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled," with the date of cancellation, by the Secretary of the Corporation or the transfer agent thereof. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 5.5. Dividend Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.6. Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 5.7. Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors.

ARTICLE VI

NOTICES

Section 6.1. Notices. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Amended and Restated Bylaws may be given in writing directed to the stockholder’s mailing address (or by electronic

transmission directed to the stockholder's electronic mail address, as applicable) as it appears on the records of the Corporation. Notice shall be given (i) if mailed, when deposited in the United States mail, postage prepaid, (ii) if delivered by courier service, the earlier of when the notice is received or left at the stockholder's address, or (iii) if given by electronic mail, when directed to such stockholder's electronic mail address (unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the DGCL to be given by electronic transmission). A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Corporation. A notice by electronic mail will include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Corporation who is available to assist with accessing such files or information. Any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Amended and Restated Bylaws provided by means of electronic transmission (other than any such notice given by electronic mail) may only be given in a form consented to by such stockholder, and any such notice by such means of electronic transmission shall be deemed to be given as provided by the DGCL The terms "electronic mail," "electronic mail address," "electronic signature" and "electronic transmission" as used herein shall have the meanings ascribed thereto in the DGCL.

Notice to any director may be in writing and delivered personally or mailed to such director at such director's address appearing on the books of the Corporation, or may be given by telephone or by any means of electronic transmission (including, without limitation, electronic mail) directed to an address for receipt by such director of electronic transmissions appearing on the books of the Corporation.

Section 6.2. Waivers of Notice. Whenever any notice is required by applicable law, the Certificate of Incorporation or these Amended and Restated Bylaws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to notice, or a waiver by electronic transmission by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any Annual or Special Meeting or any regular or special meeting of the Board or members of a committee of directors need be specified in any waiver of notice unless so required by law, the Certificate of Incorporation or these Amended and Restated Bylaws.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Dividends. Dividends upon the shares of stock of the Corporation, subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 3.9 hereof), and may be paid in cash, in property, or in shares of the Corporation's stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of

stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 7.2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.3. Fiscal Year. The fiscal year of the Corporation shall be January 1 to December 31 or as otherwise fixed by resolution of the Board of Directors.

Section 7.4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 8.1. Actions Not by or in the Right of the Corporation. Subject to Section 8.3 hereof, the Corporation shall indemnify, to the fullest extent permitted by applicable law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative or legislative hearing, or any other threatened, pending or completed proceeding, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative or other nature (hereinafter a "proceeding"), other than an action by or in the right of the Corporation, by reason of the fact that such person is or was a director or an

officer of the Corporation, or is or was a director or an officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 8.2. Actions by or in the Right of the Corporation. Subject to Section 8.3 hereof, the Corporation shall indemnify, to the fullest extent permitted by applicable law, any person who was or is a party or is threatened to be made a party to any proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation;

except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 8.3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 8.1 or 8.2 hereof, as the case may be. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by the affirmative vote of a majority of the directors who are not parties to such proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (iv) by the stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

Section 8.4. Good Faith Defined. For purposes of any determination under Section 8.3 hereof, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant, financial advisor, appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 8.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 8.1 or 8.2 hereof, as the case may be.

Section 8.5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 8.3 hereof, and notwithstanding the absence of any determination thereunder, any director or officer may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 8.1 or 8.2 hereof. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 8.1 or 8.2 hereof, as the case may be. Neither a contrary determination in the specific case under Section 8.3 hereof nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or

officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 8.5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 8.6. Expenses Payable in Advance. Expenses (including attorneys' fees) incurred by a director or officer in defending any proceeding shall, to the fullest extent permitted by applicable law, be paid by the Corporation in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

Section 8.7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, these Amended and Restated Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 8.1 or 8.2 hereof and advancement of expenses of the person specified in Section 8.6 hereof shall be made to the fullest extent

permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 8.1 or 8.2 hereof or the advancement of expenses of any person who is not specified in Section 8.6 hereof but whom the Corporation has the power or obligation to indemnify or advance expenses, as applicable, under the provisions of the DGCL, or otherwise.

Section 8.8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII.

Section 8.9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had

continued. The term "another enterprise" as used in this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

Section 8.10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.11. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 8.5 hereof), the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated

by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors.

Section 8.12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX

AMENDMENTS

Section 9.1. Amendments. These Amended and Restated Bylaws may be altered, amended or repealed, in whole or in part, or new Amended and Restated Bylaws may be adopted by the stockholders or by the Board of Directors. All such amendments by the stockholders must be approved by the affirmative vote of the holders of a majority in the voting power of the outstanding shares of stock of the Corporation entitled to vote thereon. All such amendments by the Board of Directors must be approved by a majority of the entire Board of Directors then in office.

Section 9.2. Entire Board of Directors. As used in this Article IX and in these Amended and Restated Bylaws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

* * *

Adopted as of: _____

MASTER AGREEMENT

BETWEEN

GENWORTH FINANCIAL, INC.

AND

GENWORTH MORTGAGE HOLDINGS, INC.

Dated [●], 2021

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MASTER AGREEMENT

MASTER AGREEMENT, dated [●], 2021 (this "Agreement"), between Genworth Financial, Inc., a Delaware corporation ("Genworth") and Genworth Mortgage Holdings, Inc., a Delaware corporation (the "Company"). Certain terms used in this Agreement are defined in Section 1.1.

W I T N E S S E T H:

WHEREAS, the Company is a direct, wholly owned Subsidiary of Genworth Holdings, Inc., a Delaware corporation, which is a direct, wholly owned Subsidiary of Genworth;

WHEREAS, the boards of directors of Genworth and Genworth Holdings, Inc. have determined it is appropriate and advisable for Genworth Holdings, Inc. to offer and sell a portion of the shares of the Company's common stock it owns in an initial public offering of common stock of the Company (the "Initial Public Offering");

WHEREAS, in connection with the Initial Public Offering, the Company has filed an Amended and Restated Certificate of Incorporation (the "Charter") with the Secretary of State of the State of Delaware and adopted Amended and Restated By-Laws (the "Amended and Restated By-Laws");

WHEREAS, on the date hereof, Genworth and the Company have entered into or caused their respective Subsidiaries to enter into the following agreements (collectively with this Agreement, the "Transaction Documents") that govern certain matters relating to the continuing relationships and arrangements between Genworth, the Company and their respective Subsidiaries (the "IPO Transactions") following the completion of the Initial Public Offering:

(a) the Shared Services Agreement;

(b) the Registration Rights Agreement;

(c) the Amended and Restated Tax Allocation Agreement;

(d) the Transitional Trademark License Agreement; and

(e) the Intellectual Property Cross License Agreement;

WHEREAS, on the date hereof, Genworth and the Company have entered into this Agreement that governs the relationships and arrangements between Genworth, the Company and their respective Subsidiaries that are not covered by the other Transaction Documents; and

WHEREAS, following the completion of the Initial Public Offering, Genworth is expected to be the beneficial owner of at least eighty percent (80%) of the Company's outstanding common stock and Genworth and the Company expect their relationship to be governed in the same manner as their pre-Initial Public Offering relationship.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1. Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Action" means any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.

"Affiliate" (and, with a correlative meaning, "affiliated") means, with respect to any Person, any direct or indirect subsidiary of such Person, and any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such first Person; provided, however, that, solely for purposes of this Agreement, from and after the Closing Date, no member of the Company Group shall be deemed an Affiliate of any member of the Genworth Group and no member of the Genworth Group shall be deemed an Affiliate of any member of the Company Group. As used in this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies or the power to appoint and remove a majority of directors (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise). The definitions of "affiliate" and "affiliated" contained in the Tax Allocation Agreement and any other Transaction Document shall have the meanings ascribed thereto.

"Assets" means, with respect to any Person, the assets, properties and rights (including goodwill) of such Person, wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of such Person, including the following:

(a) all accounting and other books, records and files whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form;

(b) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, equipment, furniture, office equipment, automobiles, trucks, vessels, motor vehicles and other transportation equipment and other tangible personal property;

(c) all interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, lessee, sublessee or otherwise;

(d) all interests in any capital stock or other equity interests of any Subsidiary or any other Person, all bonds, notes, debentures or other securities issued by any Subsidiary or

any other Person, all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person and all other investments in securities of any Person;

(e) all license agreements, leases of personal property, open purchase orders for supplies, parts or services and other contracts, agreements or commitments;

(f) all deposits, letters of credit and performance and surety bonds;

(g) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals, and materials and analyses prepared by consultants and other third parties;

(h) all domestic and foreign intangible personal property, patents, copyrights, trade names, trademarks, service marks and registrations and applications for any of the foregoing, mask works, trade secrets, inventions, designs, ideas, improvements, works of authorship, recordings, other proprietary and confidential information and licenses from third Persons granting the right to use any of the foregoing;

(i) all computer applications, programs and other Software, including operating Software, network Software firmware, middleware, design Software, design tools, systems documentation and instructions;

(j) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;

(k) all prepaid expenses, trade accounts and other accounts and notes receivables;

(l) all rights under contracts or agreements, all claims or rights against any Person arising from the ownership of any Asset, all rights in connection with any bids or offers and all claims, choses in action or similar rights, whether accrued or contingent;

(m) all licenses, permits, approvals and authorizations which have been issued by any Governmental Authority;

(n) cash or cash equivalents, bank accounts, lock boxes and other deposit arrangements; and

(o) interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements.

"Benefit Arrangement" means, with respect to an entity, each compensation or employee benefit plan, program, policy, agreement or other arrangement, whether or not an employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), including any benefit plan, program, policy, agreement or arrangement providing cash- or equity-based compensation or incentives, health, medical, dental, vision, disability, accident or life insurance benefits or vacation, paid or unpaid leave, severance, retention, change in control,

termination, deferred compensation, individual employment or consulting, retirement, supplemental retirement, pension or savings benefits, supplemental income, retiree benefit or other fringe benefit (whether or not taxable), or employee restrictive covenant agreement or loans, that are sponsored or maintained by such entity (or to which such entity contributes or is required to contribute or in which it participates or is otherwise a party), and including workers' compensation plans, policies, programs and arrangements.

"Business Day" means Monday to Friday, except for any day on which banking institutions in New York, New York, Richmond, Virginia or Raleigh, North Carolina are authorized or required by applicable Law or executive order to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Balance Sheet" means the Company's Consolidated Balance Sheet as of December 31, 2020 included in the IPO Registration Statement.

"Company Business" means (a) the current businesses of the members of the Company Group; and (b) those terminated, divested or discontinued businesses within the last two (2) years which are or should be included as historical operations of the Company Group.

"Company Common Stock" means the common stock, $0.01 par value per share, of the Company.

"Company Employee" means each individual service provider who is currently exclusively or primarily engaged in the business of the Company, regardless of whether any such individual is actively at work or is not actively at work as a result of disability or illness, an approved leave of absence (including military leave with reemployment rights under federal Law and leave under the Family and Medical Leave Act of 1993), vacation, personal day or similar short- or long-term absence.

"Company Employee Liabilities" means (i) except as provided in Section 4.2 or 4.3, all Liabilities under any Benefit Arrangement sponsored or maintained by any member of the Company Group, whenever incurred; (ii) all Liabilities with respect to the employment, service, termination of employment or termination of service of any Company Employee or Former Company Employee, whenever incurred; and (iii) all other Liabilities or obligations expressly assigned to or assumed by any member of the Company Group pursuant to this Agreement.

"Company Group" means the Company, each Subsidiary of the Company immediately after the Closing (in each case so long as such Subsidiary remains a Subsidiary of the Company) and each other Person that is controlled either directly or indirectly by the Company immediately after the Closing in each case so long as such Person continues to be controlled either directly or indirectly by the Company).

"Company Insurance Arrangements" means all policies of or agreements for insurance and interests in insurance pools and programs, including the Company's directors' and officers' liability insurance, acquired by and exclusively for the benefit of any member of the Company Group.

"Company Liabilities" means (without duplication):

(a) all Liabilities, including Company Employee Liabilities but excluding the Genworth Employee Liabilities, to the extent relating to, arising out of or resulting from: (i) the operation of the Company Business, as conducted at any time before, on or after the Closing Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority)); (ii) the operation of any business conducted by any member of the Company Group at any time after the Closing Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority)); or (iii) any assets of the Company (including any real property and leasehold interests); in any such case whether arising before, on or after the Closing Date;

(b) all Liabilities reflected as liabilities or obligations of the Company or its Subsidiaries in the Company Balance Sheet, subject to any discharge of such Liabilities subsequent to the date of the Company Balance Sheet; and subject to Section 6.1(b), all Liabilities arising out of claims made by Genworth's or the Company's respective directors, officers, employees, agents, Subsidiaries or Affiliates against any member of the Genworth Group or the Company Group with respect to the Company Business.

"Consents" means any consent, waiver or approval from, or notification requirement to, any third parties.

"Consolidation Threshold" means the members of the Genworth Group's beneficial ownership in the aggregate on any date during a fiscal year of at least fifty percent (50%) of the then outstanding Company Common Stock, or, notwithstanding such percentage, if any member of the Genworth Group is required during any fiscal year, in accordance with GAAP, to consolidate the Company's financial statements with its financial statements, then in respect of such fiscal year.

"Continuing Arrangement End Date" means the date on which Genworth ceases to beneficially own at least eighty percent (80%) of the outstanding Company Common Stock.

"Corporate Reporting Data" means the financial data and other information, data requirements and all statistical information necessary or appropriate for inclusion in any Genworth earnings press release, investor presentations or any financial statements, Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A), Annual Report (A/R) submissions or other public filing required to be made by Genworth, along with appropriate supporting documentation.

"De Minimis Business" means (i) any minority equity investment by a member of a Party's Group in any Person (a) in which such Group collectively holds not more than twenty-five percent (25)% of the outstanding voting securities or similar equity interests, to the extent such equity interests do not give such Group the right to designate a majority, or such higher amount constituting a controlling number, of the members of the board of directors (or similar governing body) of such entity, or (b) in which the amount invested by such Group collectively

is less than $100 million, in each case with respect to the Genworth Group, excluding any ownership of Company Common Stock, or (ii) any business activity that would otherwise violate Section 7.11(a) or Section 7.11(b) that is carried on by an After-Acquired Business or an After-Acquired Company, but only if, at the time of such acquisition, the revenues derived from the Company Covered Business or the Genworth Covered Business, as applicable, by such After-Acquired Business or After-Acquired Company constitute less than ten percent (10)% of the gross revenues of such After-Acquired Business or After-Acquired Company for the most recently completed fiscal year preceding such acquisition.

"Effective Time" means the time the SEC declares the IPO Registration Statement effective.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the time that reference is made thereto.

"Existing Business Activities" means any existing business conducted or investment held by a Party and its Group (other than, in any applicable jurisdiction, the business currently solely conducted through the members of the other Party's Group) in such jurisdiction, or contemplated by any existing third party contractual arrangements applicable to any member of the such Party's Group in such jurisdiction (other than the business currently solely conducted through the members of the other party's Group), on the date of this Agreement.

"Force Majeure" means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been foreseen by such Party (or such Person), or, if it could have been foreseen, was unavoidable, and includes, acts of God, earthquakes, hurricanes, tsunamis, tornados, floods, mudslides, wild fires or other natural disasters, riots, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamities, or one or more acts of terrorism or failure of energy sources.

"Former Company Employee" means any individual who is a former employee of Genworth or any of its Subsidiaries as of the Effective Time and who, during the final twelve (12) months of his or her employment, was primarily in the service of Company Business (regardless of whether any such individual was actively at work or was not actively at work at such time as a result of disability, illness, an approved leave of absence (including military leave with reemployment rights under federal Law and leave under the Family and Medical Leave Act of 1993), vacation, personal day or similar short- or long-term absence); provided that such shall not include any individual who primarily performed services for the Global Mortgage Insurance team at the time of their separation.

"Former Genworth Employee" means any individual who is a former employee of Genworth or any of its Subsidiaries as of the Effective Time and who is not a Former Company Employee.

"GAAP" means United States generally accepted accounting principles.

"Genworth Employee" means each individual service provider who is currently exclusively or primarily engaged in the business of Genworth, regardless of whether any such individual is actively at work or is not actively at work as a result of disability or illness, an approved leave of absence (including military leave with reemployment rights under federal Law and leave under the Family and Medical Leave Act of 1993), vacation, personal day or similar short- or long-term absence.

"Genworth Employee Liabilities" means (i) except as provided in Section 4.2 or 4.3, all Liabilities under any Benefit Arrangement sponsored or maintained by any member of the Genworth Group, whenever incurred; (ii) all Liabilities with respect to the employment, service, termination of employment or termination of service of any Genworth Employee or Former Genworth Employee, whenever incurred; and (iii) all other Liabilities or obligations expressly assigned to or assumed by any member of the Genworth Group under this Agreement.

"Genworth Group" means Genworth and each Person (other than any member of the Company Group) that is an Affiliate of Genworth immediately after the Closing.

"Genworth Insurance Arrangements" means all policies of or agreements for insurance and interests in insurance pools and programs held in the name of Genworth or any of its Affiliates and any rights thereunder, in each case other than any directors' and officers' liability insurance and any Company Insurance Arrangements.

"Genworth Stock Plan" means, as applicable, the (i) 2018 Genworth Financial, Inc. Omnibus Incentive Plan, (ii) the 2012 Genworth Financial, Inc. Omnibus Incentive Plan, as amended and/or (iii) the 2004 Genworth Financial, Inc. Omnibus Incentive Plan, as amended.

"Governmental Approvals" means any notice, report or other filing to be made with, or any consent, registration, approval, permit or authorization to be obtained from, any Governmental Authority.

"Governmental Authority" means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government, including any governmental authority, agency, department, board, commission or instrumentality whether federal, state, local or foreign (or any political subdivision thereof), any tribunal, court or arbitrator(s) of competent jurisdiction, and any financial services entity established by any of the foregoing Governmental Authorities and engaged in the purchase of mortgage loans, including the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation and any successors thereto.

"Group" means the Genworth Group or the Company Group, as the context requires.

"Indebtedness" means, with respect to any Person, any Liability of such Person in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments and shall also include (a) any Liability of such Person under any agreement related to the fixing of interest rates on any Indebtedness and (b) any capitalized lease obligations of such Person (if and to the extent the same would appear on a balance sheet of such Person prepared in accordance with GAAP).

"Information" means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other Software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data.

"Insurance" means any product or service determined to constitute insurance, assurance or reinsurance by the Laws in effect in any jurisdiction in which the restriction set forth in Section 7.11(a) applies.

"Insurance Proceeds" means those monies: (a) received by an insured from an insurance carrier, (b) paid by an insurance carrier on behalf of the insured or (c) received (including by way of set off) from any third party in the nature of insurance, contribution or indemnification in respect of any Liability; in any such case net of any applicable premium adjustments (including reserves and retrospectively rated premium adjustments) and net of any costs or expenses incurred in the collection thereof.

"Intellectual Property Cross License Agreement" means the Intellectual Property Cross License Agreement as defined in the Preamble.

"IPO Registration Statement" means the registration statement on Form S-1 filed under the Securities Act (No. 333-255345) pursuant to which the offering of Company Common Stock to be sold by the Company or Genworth and its Affiliates in the Initial Public Offering will be registered.

"Law" means any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, regulation, order or other requirement enacted, promulgated, issued, communicated or entered by a Governmental Authority.

"Liabilities" means any debt, loss, damage, adverse claim, liability or obligation of any Person (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto.

"Parties" means Genworth and the Company.

"Person" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

"Prospectus" means the prospectus or prospectuses included in any of the Registration Statements, as amended or supplemented by any prospectus supplement and by all other amendments and supplements to any such prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"Registration Rights Agreement" means the Registration Rights Agreement as defined in the Preamble.

"Registration Statements" means the IPO Registration Statement and any other registration statement, including in each case the Prospectus related thereto, amendments and supplements to any such Registration Statement and/or Prospectus, including post-effective amendments, all exhibits thereto and all materials incorporated by reference in any such Registration Statement or Prospectus.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Interest" means any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever.

"Shared Services Agreement" means the Shared Services Agreement as defined in the Preamble.

"Software" means the object and source code versions of computer programs and associated documentation, training materials and configurations to use and modify such programs, including programmer, administrator, end user and other documentation.

"Stock" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or business trust, whether voting or non-voting.

"Stock Equivalents" means all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable, and all voting debt.

"Subsidiary" or "subsidiary" means, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profit interests, in the case of a partnership; or (b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

"Tax" shall have the meaning set forth in the Tax Allocation Agreement.

"Tax Allocation Agreement" means the Amended and Restated Tax Allocation Agreement as defined in the Preamble.

"Tax Return" shall have the meaning set forth in the Tax Allocation Agreement.

"Transactions" means, collectively, (i) the IPO Transactions, (ii) the Initial Public Offering and (iii) all other transactions contemplated by this Agreement or any Transaction Document.

"Transitional Trademark License Agreement" means the Transitional Trademark License Agreement as defined in the Preamble.

"Trigger Date" means the first date on which Genworth ceases to beneficially own more than fifty percent (50%) of the outstanding Company Common Stock.

"Underwriters" means the managing underwriters for the Initial Public Offering.

"Underwriting Agreement" means the Underwriting Agreement entered into on the date hereof by and among the Company and the Underwriters in connection with the offering of the Company Common Stock by the Company in the Initial Public Offering.

"Wholly Owned Subsidiary" means each Subsidiary in which the Company owns (directly or indirectly) all of the outstanding voting Stock, voting power, partnership interests or similar ownership interests, except for director's qualifying shares in nominal amount.

1.2. Other Terms. For purposes of this Agreement, the following terms have the meanings set forth in the sections indicated.

Term	**Section**
After-Acquired Business	7.11(d)
After-Acquired Company	7.11(d)
After-Tax Basis	6.6(c)
Agreement	Preamble
Amended and Restated By-Laws	Preamble
Board Observer	8.2(f)
Charter	Preamble
Closing	4.1
Closing Date	4.1
Company	Preamble
Company Auditors	5.6(a)
Company Board	5.7(d)
Company Confidential Information	7.2(b)
Company Covered Business	7.11(a)
Company Indemnified Parties	6.3
Company Information	5.4(f)
Company Public Documents	5.4(d)
Company's Knowledge	7.9(a)
CPR	9.3
CPR Arbitration Rules	9.4(a)
Dispute	9.1(a)

Genworth	Preamble
Genworth Board	5.7(d)
Genworth Annual Statements	5.6
Genworth Auditors	5.6(a)
Genworth Confidential Information	7.2(c)
Genworth Covered Business	7.11(b)
Genworth Designee	8.2(e)
Genworth Indemnified Parties	6.2
Genworth's Knowledge	7.9(b)
Genworth Public Filings	5.5
Indemnified Party	6.6(a)
Indemnifying Party	6.6(a)
Indemnity Payment	6.6(a)
Initial Notice	9.2
Initial Public Offering	Preamble
IPO Transactions	Preamble
Joint Claims	7.10
Non-Settling Party	7.10
Organizational Documents	8.5
Pre-Trigger Date Event	7.5(c)
Privilege	5.18
Registration Indemnified Parties	6.4(a)
Representatives	7.2(b)
Response	9.2
Restricted Period	7.11
Settling Party	7.10
Third-Party Claim	6.7(a)
Transaction Documents	Preamble

ARTICLE II

THE IPO TRANSACTIONS

2.1. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. GENWORTH (ON BEHALF OF ITSELF AND EACH MEMBER OF THE GENWORTH GROUP) AND THE COMPANY (ON BEHALF OF ITSELF AND EACH MEMBER OF THE COMPANY GROUP) EACH UNDERSTAND AND AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN ANY TRANSACTION DOCUMENT, NO PARTY TO THIS AGREEMENT, ANY TRANSACTION DOCUMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY TRANSACTION DOCUMENT OR OTHERWISE, IS REPRESENTING OR WARRANTING OR HAS MADE ANY REPRESENTATION OR WARRANTY IN ANY WAY AS TO THE ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED OR ASSUMED AS CONTEMPLATED

HEREBY OR THEREBY, AS TO ANY CONSENTS OR APPROVALS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OF OR FREEDOM FROM ANY SECURITY INTERESTS OF, OR ANY OTHER MATTER CONCERNING, ANY ASSETS, BUSINESSES OR LIABILITIES OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY CLAIM OR OTHER ASSET, INCLUDING ANY ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY ASSIGNMENT, DOCUMENT OR INSTRUMENT DELIVERED HEREUNDER OR THEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN, IN ANY TRANSACTION DOCUMENT, ALL SUCH ASSETS ARE BEING OR HAVE BEEN TRANSFERRED ON AN "AS IS," "WHERE IS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, AND (II) ANY NECESSARY CONSENTS OR GOVERNMENTAL APPROVALS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

2.2. Governmental Approvals and Consents. To the extent that the IPO Transactions requires any Governmental Approvals or Consents, the Parties will use their reasonable best efforts to obtain such Governmental Approvals and Consents, including by preparing all documentation and making all filings necessary to obtain such Governmental Approvals and Consents. Each Party shall promptly furnish to the others copies of any notices or written communications received by it or any of its Affiliates from any Governmental Authority with respect to the transactions contemplated by this Agreement or any Transaction Document, and subject to applicable Laws, each Party, as applicable, shall, to the extent practicable, permit counsel to the others an opportunity to review in advance, and shall consider in good faith the views of such counsel in connection with, any proposed written communications by it or its Affiliates to any Governmental Authority concerning the transactions contemplated by this Agreement or any Transaction Document. Subject to applicable Laws, each Party agrees to reasonably cooperate with the others in connection with any communications with any Governmental Authorities concerning or in connection with the transactions contemplated by this Agreement or any Transaction Document and, to the extent it deems appropriate under the circumstances in its sole discretion, each Party shall provide the other Parties and their respective counsel the opportunity, with reasonable advance notice, to participate in substantive meetings or discussions, either in person or by telephone, between such Party or any of its Affiliates, agents or advisors, on the one hand, and any Governmental Authority, on the other hand, concerning or in connection with the transactions contemplated by this Agreement or any Transaction Document, and each Party further agrees that, to the extent consistent with applicable Laws, it will use its reasonable best efforts to share with the other Parties information received from Governmental Authorities, in substantive meetings or discussions in which such other Parties did not participate, that would reasonably be expected to be of interest to the other Parties.

ARTICLE III

THE INITIAL PUBLIC OFFERING

3.1. The Initial Public Offering. The Company shall (i) consult with, and cooperate in all respects with and take all actions reasonably requested by, Genworth in connection with the Initial Public Offering and (ii) at the direction of Genworth, promptly take any and all actions necessary or desirable to consummate the Initial Public Offering as contemplated by the IPO Registration Statement and the Underwriting Agreement.

ARTICLE IV

INTERCOMPANY TRANSACTIONS AS OF THE CLOSING DATE

4.1. Time and Place of Closing. Subject to the terms and conditions of this Agreement, all transactions contemplated by this Agreement shall be consummated at a closing (the "Closing") to be held at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, at 10:00 a.m. EDT, on the date on which the Initial Public Offering closes or at such other place or at such other time or on such other date as Genworth and the Company may mutually agree upon in writing (the day on which the Closing takes place being the "Closing Date").

4.2. Assumption of Company Employee Liabilities.

(a) From and after the Effective Time, the Company shall, or shall cause one or more members of the Company Group to, accept, assume (or, as applicable, retain) and perform, discharge and fulfill all Company Employee Liabilities. Effective as of the Effective Time, Genworth hereby assigns to the Company and the applicable members of the Company Group each employment contract, including any individual employment or offer letter, severance agreement, retention agreement or restrictive covenant agreement between a member of the Genworth Group and any Company Employee or Former Company Employee signed or otherwise effective under applicable Law (but, for the avoidance of doubt, excluding any individual award agreement under the Genworth Stock Plan).

(b) Except as provided in this Section 4.2 or otherwise mutually agreed upon by the Parties (including, without limitation, as agreed with respect to any Benefit Arrangement providing for change of control benefits, key employee severance benefits or executive life insurance benefits), (i) the Company and each member of the Company Group may elect to remain as participating companies in the Benefit Arrangements sponsored or maintained by any member of the Genworth Group (the "Continuing Arrangements") through the Continuing Arrangement End Date and (ii) if so elected by the Company and the applicable member of the Company Group, each Company Employee shall remain eligible to continue to participate in and be covered by such Continuing Arrangements through the Continuing Arrangement End Date; provided that the Company shall continue to reimburse Genworth for the cost of providing such participation. At all times following the date hereof, the Parties will cooperate in good faith as necessary to coordinate Benefit Arrangement services, reimbursements and payments pursuant to the Shared Services Agreement, as long as it is in effect and applicable to such services, and otherwise facilitate the administration of employee benefits and the resolution of related

employee benefit claims under the Continuing Arrangements sponsored or maintained by the applicable member of the Genworth Group with respect to the Company Employees, including with respect to the provision of employee level information necessary for the applicable member of the Genworth Group to manage, administer, finance and file required reports with respect to such administration.

(c) Effective as of the Continuing Arrangement End Date, the Company and each member of the Company Group shall cease to be participating companies in the Genworth Financial, Inc. Retirement and Savings Plan (the "Genworth 401(k) Plan"). Effective as of the date, if any, following the Continuing Arrangement End Date, that the Company has in effect a defined contribution savings plan and related trust that satisfies the requirements of Sections 401(a) and 401(k) of the Code (the "Company 401(k) Plan"), the Company shall cause the Company 401(k) Plan to accept from the Genworth 401(k) Plan the "direct rollover" of the account balance (including the in-kind rollover of promissory notes evidencing all outstanding loans) of each Company Employee who participated in the Genworth 401(k) Plan as of the Continuing Arrangement End Date and who elects such direct rollover in accordance with the terms of the Genworth 401(k) Plan, the Company 401(k) Plan and applicable law. Except as provided in the preceding sentence, Genworth shall retain all accounts and all Assets and Liabilities relating to the Genworth 401(k) Plan.

(d) Effective as of the first practicable date following the Continuing Arrangement End Date or as otherwise mutually agreed by the Parties, but in any event no later than the last day of the calendar year that includes the Continuing Arrangement End Date, (i) the Company and each member of the Company Group shall cease to be participating companies in any Continuing Arrangement that is a health and welfare arrangement, (ii) each Company Employee shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any rights under any such types of Continuing Arrangements (except to the extent of any previously accrued obligation that remains a Genworth Employee Liability pursuant to this Agreement) and (iii) the Company shall, or shall cause a member of the Company Group to, have in effect similar types of Benefit Arrangements in which each Company Employee who previously participated in such types of Continuing Arrangements shall be eligible to participate.

(e) Effective as of the date mutually agreed by the Parties but in no event as of a date later than the Trigger Date, (i) the Company and each member of the Company Group shall cease to be participating companies in any other types of Continuing Arrangements not addressed in Sections 4.2(c) and 4.2(d), (ii) each Company Employee shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any rights under any such types of Continuing Arrangements (except to the extent of any previously accrued obligation that remains a Genworth Employee Liability pursuant to this Agreement) and (iii) the Company shall, or shall cause a member of the Company Group to, have in effect such types of Benefit Arrangements in which each Company Employee who previously participated in such type of Continuing Arrangement shall be eligible to participate.

(f) For any Former Company Employee who is, as of the Closing Date, receiving payments as part of any long-term disability program that is part of a Benefit

Arrangement sponsored or maintained by a member of the Genworth Group, to the extent such Former Company Employee may have any "return to work" rights under the terms of such long-term disability program, such Former Company Employee's eligibility for re-employment shall be with the Company or a member of the Company Group.

(g) The Company shall retain all Liabilities and obligations related to Company Employees and Former Company Employees in respect of any annual or quarterly bonus or sales commission performance period that has not concluded as of the Closing Date (the "Open Incentive Obligations") and shall pay the full amount of such Liabilities and obligations when due in the normal course. Genworth shall not be obligated to transfer assets to the Company or reimburse the Company in any other way in respect of the Open Incentive Obligations.

(h) The Company shall retain all Liabilities and obligations related to Company Employees and Former Company Employees in respect of any (i) deferred cash awards that have not been paid out as of the Closing Date (the "Deferred Cash Awards") and (ii) cash-based retention awards that have not been paid out as of the Closing Date (the "Cash-Based Retention Awards"), and in each case shall pay the full amount of such Liabilities and obligations when due in the normal course. Genworth shall not be obligated to transfer assets to the Company or reimburse the Company in any other way in respect of the Deferred Cash Awards or the Cash-Based Retention Awards.

(i) The Company shall assume all Liabilities and obligations related to Former Company Employees in respect of any severance payments and benefits that have not been paid out as of the Closing Date (the "Earned Severance Payments"), and in each case shall pay the full amount of such Liabilities and obligations when due in the normal course. Genworth shall not be obligated to transfer assets to the Company or reimburse the Company in any other way in respect of the Earned Severance Payments.

(j) Nothing in this Agreement shall be deemed to be an amendment to any Benefit Arrangement sponsored or maintained by any member of the Company Group or, subject to Sections 4.2(b), (c), (d) and (e), to prohibit any member of the Company Group from amending, modifying or terminating any Benefit Arrangement sponsored or maintained by any member of the Company Group at any time within its sole discretion.

4.3. Assumption of Genworth Employee Liabilities.

(a) Effective as of the Closing Date, the Company hereby assigns to Genworth and the applicable members of the Genworth Group each individual employment contract, including any employment or offer letter, severance agreement, retention agreement or restrictive covenant agreement between a member of the Company Group and any Genworth Employee or Former Genworth Employee signed or otherwise effective under applicable Law.

(b) Genworth shall continue to be responsible for all Liabilities under the Genworth Financial, Inc. Deferred Compensation Plan (the "Genworth DCP"), with costs associated with any Company Employee or Former Company Employee to be reimbursed by the Company. Except as otherwise provided by Section 409A of the Code, a Company Employee

shall not be considered to have undergone a "separation from service" for purposes of Section 409A of the Code and the Genworth DCP solely by reason of the Initial Public Offering, and, following the Closing Date, the determination of whether a Company Employee has incurred a separation from service with respect to his or her benefit in the Genworth DCP shall be based solely upon his or her performance of services for the Company Group. The Company shall promptly notify Genworth of the "separation from service" (as determined pursuant to Section 409A of the Code) of any Company Employee. At that time, the Company shall also notify Genworth whether the Company Employee is a "specified employee" as determined pursuant to Section 409A of the Code.

(c) Genworth shall continue to be responsible for and maintain all Liabilities under any post-employment welfare benefit plans and retirement plans (including, but not limited to, Restoration and Supplemental Executive Retirement Plans) with costs associated with any Company Employee or Former Company Employee to be reimbursed by the Company.

(d) Nothing in this Agreement shall be deemed to be an amendment to any Benefit Arrangement sponsored or maintained by any member of the Genworth Group or to prohibit any member of the Genworth Group from adopting, amending, modifying or terminating any Benefit Arrangement sponsored or maintained by any member of the Genworth Group at any time within its sole discretion.

4.4. Tax Matters.

(a) Following the Closing and for so long as permitted by applicable Law, Genworth and the Company shall continue to join in filing a consolidated U.S. federal income Tax Return and shall continue to be subject to the Tax Allocation Agreement. Following the Closing, without Genworth's prior written consent (which consent shall be in Genworth's sole discretion), the Company shall not, and shall not permit any of its Affiliates to, take any action that would reasonably be expected to cause (or fail to take any action the failure of which would reasonably be expected to cause) the Company or any of its Subsidiaries to no longer be a member of the "affiliated group" (as defined in Section 1504(a) of the Code) of which Genworth is the common parent and that files a consolidated U.S. federal income Tax Return, or to no longer be subject to the Tax Allocation Agreement. To the extent that any representations, warranties, covenants and agreements between the parties with respect to Tax matters are set forth in the Tax Allocation Agreement, such Tax matters shall be governed exclusively by the Tax Allocation Agreement and not by this Agreement.

(b) The parties hereto acknowledge and agree that the transfer of Shares pursuant to the Initial Public Offering will be a "transfer" subject to the rules of Treasury Regulation Section 1.1502-36 (the "UL Rules"). Within ninety (90) days following the filing of the Genworth consolidated federal income Tax Return for the taxable year in which the Initial Public Offering occurs, Genworth shall provide notice to the Company of any attribute reduction, within the meaning of Treasury Regulation Section 1.1502-36(d)(3) with respect to the assets or stock of Subsidiaries of the Company arising out of the Initial Public Offering by reason of the UL Rules. Following delivery of such notice, the parties shall cooperate to determine whether and to what extent the Company will be required to recognize a deferred Tax liability or reduce a deferred Tax asset in its GAAP financial statements as a result of the application of the UL Rules

to the Initial Public Offering (such amount, the "Deferred Tax Writedown"). For purposes of determining the Deferred Tax Writedown, the parties acknowledge and agree that a reduction solely in the basis of stock of Subsidiaries of the Company shall not be create any Deferred Tax Writedown.

(c) Within thirty (30) days of determining the Deferred Tax Writedown pursuant to Section 4.4(b), Genworth shall pay to the Company an amount, if any, of cash equal to the Deferred Tax Writedown. The parties acknowledge and agree that such payment relates back to the Initial Public Offering, and shall therefore be treated as a capital contribution by Genworth Holdings Inc. to the Company immediately prior to the Initial Public Offering for federal and state income Tax purposes.

ARTICLE V

FINANCIAL AND OTHER INFORMATION

5.1. Annual Financial Information.

(a) The Company agrees that, so long as members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year more than twenty percent (20%) of the then outstanding Company Common Stock, or, notwithstanding such percentage, if any member of the Genworth Group is required during any fiscal year, in accordance with GAAP, to account for its investment in the Company on a consolidated basis or under the equity method of accounting, then the Company shall deliver to Genworth the Corporate Reporting Data for such year. The Company shall deliver the financial data and schedules comprising such Corporate Reporting Data no later than (i) fifteen (15) days after the end of the fiscal year for financial data and (ii) consistent with the timelines established in the detailed task calendar for reporting for other Corporate Reporting Data unless Genworth notifies the Company otherwise. All annual consolidated financial statements of the Company and its Subsidiaries delivered to Genworth shall set forth in each case in comparative form the consolidated figures for the previous fiscal year prepared in accordance with Regulation S-X and consistent with the level of detail provided in comparable financial statements furnished by the Company Business to Genworth prior to the Closing Date. The Corporate Reporting Data shall include all statistical information reasonably necessary for inclusion in any Genworth Group member's annual earnings press release, along with reasonably appropriate supporting documentation. The Corporate Reporting Data shall include (i) a discussion and analysis by management of the Company's and its Subsidiaries' consolidated financial condition and results of operations for the requisite years, including, an explanation of any material changes, all in reasonable detail and prepared in accordance with Item 303 of Regulation S-K and (ii) a discussion and analysis of the Company's and its Subsidiaries' consolidated financial condition and results of operations for the requisite years, including, an explanation of any material changes, all in reasonable detail and prepared in accordance with Item 303 of Regulation S-K, prepared for inclusion in the annual report to stockholders of any member of the Genworth Group.

(b) The Company agrees that, if members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year at least five percent (5%) of the then outstanding Company Common Stock, the Company shall deliver to Genworth the unaudited

consolidated balance sheet of the Company and its Subsidiaries as of the end of each fiscal year and the unaudited consolidated statements of earnings of the Company and its Subsidiaries for each fiscal year no later than fifteen (15) days after the end of the fiscal year unless Genworth notifies the Company otherwise. All annual consolidated financial statements of the Company and its Subsidiaries delivered to Genworth shall set forth in each case in comparative form the consolidated figures for the previous fiscal year prepared in accordance with Article 10 of Regulation S-X and consistent with the level of detail provided in comparable financial statements furnished by the Company Business to Genworth prior to the Closing Date.

(c) The Company agrees that, so long as members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year more than twenty percent (20%) of the then outstanding Company Common Stock, or, notwithstanding such percentage, if any member of the Genworth Group is required during any fiscal year, in accordance with GAAP, to account for its investment in the Company on a consolidated basis or under the equity method of accounting, (i) on or before the third day, to the extent reasonably practicable, but in no event later than one (1) day prior to the day the Company publicly files its Annual Report on Form 10-K with the SEC or otherwise, the Company shall deliver to Genworth the final form of its Annual Report on Form 10-K, together with all certifications required by applicable Law by each of the Chief Executive Officer and Chief Financial Officer of the Company and the form of opinion the Company's independent certified public accountants expect to provide thereon, and (ii) the Company shall, if requested by Genworth, also deliver to Genworth all of the information required to be delivered with respect to each Subsidiary of the Company which is itself required to file Annual Reports on Form 10-K with the SEC, with such information to be provided in the same manner and detail and on the same time schedule as the information with respect to the Company required to be delivered to Genworth.

5.2. Quarterly Financial Information.

(a) The Company agrees that, so long as members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year more than twenty percent (20%) of the then outstanding Company Common Stock, or, notwithstanding such percentage, if any member of the Genworth Group is required during any fiscal year, in accordance with GAAP, to account for its investment in the Company on a consolidated basis or under the equity method of accounting, the Company shall deliver to Genworth the Corporate Reporting Data for the first, second and third quarter of each year and shall continue the existing practice of delivering to Genworth monthly financial performance metrics and drivers of operating results for those months that do not end a quarter. The Company shall deliver the financial data and schedules comprising such Corporate Reporting Data no later than (i) fifteen (15) days after the end of the fiscal quarter for financial data and (ii) consistent with the timelines established in the detailed task calendar for reporting for other Corporate Reporting Data unless Genworth notifies the Company otherwise. All quarterly consolidated financial statements of the Company and its Subsidiaries delivered to Genworth shall include financial statements for such quarterly periods and for the period from the beginning of the current fiscal year to the end of such quarter, setting forth in each case in comparative form for each such fiscal quarter of the Company the consolidated figures for the corresponding quarter and period of the previous fiscal year prepared in accordance with Article 10 of Regulation S-X and consistent with the level of detail provided

in comparable financial statements furnished by the Company Business to Genworth prior to the Closing Date. The Corporate Reporting Data shall include all statistical information reasonably necessary for inclusion in any Genworth Group member's quarterly earnings press release, along with reasonably appropriate supporting documentation. The Corporate Reporting Data shall include a discussion and analysis by management of the Company's and its Subsidiaries' consolidated financial condition and results of operations for the requisite quarterly periods, including, an explanation of any material adverse change, all in reasonable detail and prepared in accordance with Item 303(c) of Regulation S-K.

(b) The Company agrees that, if members of the Genworth Group beneficially own, in the aggregate on any date during a fiscal year at least five percent (5%) of the then outstanding Company Common Stock, the Company shall deliver to Genworth the unaudited consolidated balance sheet of the Company and its Subsidiaries as of the end of each fiscal quarter and the unaudited consolidated statements of earnings of the Company and its Subsidiaries for each fiscal quarter within the reasonable time periods specified by Genworth, no later than fifteen (15) days after the end of the fiscal quarter unless Genworth notifies the Company otherwise. All quarterly consolidated financial statements of the Company and its Subsidiaries delivered to Genworth shall include financial statements for such quarterly periods and for the period from the beginning of the current fiscal year to the end of such quarter, setting forth in each case in comparative form for each such fiscal quarter of the Company the consolidated figures for the corresponding quarter and period of the previous fiscal year prepared in accordance with Article 10 of Regulation S-X and consistent with the level of detail provided in comparable financial statements furnished by the Company Business to Genworth prior to the Closing Date.

(c) The Company agrees that, so long as members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year more than twenty percent (20%) of the then outstanding Company Common Stock, or, notwithstanding such percentage, if any member of the Genworth Group is required during any fiscal year, in accordance with GAAP, to account for its investment in the Company on a consolidated basis or under the equity method of accounting, (i) on or before the third day, to the extent reasonably practicable, but in no event later than one (1) day prior to the day the Company publicly files a Quarterly Report on Form 10-Q with the SEC or otherwise, the Company shall deliver to Genworth the final form of its Quarterly Report on Form 10-Q, together with all certifications required by applicable Law by each of the Chief Executive Officer and Chief Financial Officer of the Company, and (ii) the Company shall, if requested by Genworth, also deliver to Genworth all of the information required to be delivered with respect to each Subsidiary of the Company which is itself required to file Quarterly Reports on Form 10-Q with the SEC, with such information to be provided in the same manner and detail and on the same time schedule as the information with respect to the Company required to be delivered to Genworth.

5.3. General Financial Statement Requirements. All information provided by the Company or any of its Subsidiaries to any member of the Genworth Group pursuant to this Article V shall be consistent in terms of format and detail and otherwise with the procedures and practices in effect prior to the Closing Date with respect to the provision of such financial and other information by the Company to any member of the Genworth Group (and where

appropriate, as presently presented in financial and other reports delivered to the board of directors of Genworth), with such changes therein as may be reasonably requested by Genworth from time to time, and any changes in such procedures or practices that are required in order to comply with the rules and regulations of the SEC or GAAP, as applicable.

5.4. Twenty-Percent Threshold. The Company agrees that, if members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year more than twenty percent (20%) of the then outstanding Company Common Stock, or, notwithstanding such percentage, if any member of the Genworth Group is required during any fiscal year, in accordance with GAAP, to account for its investment in the Company on a consolidated basis or under the equity method of accounting, then in respect of such fiscal year:

(a) Maintenance of Books and Records. The Company shall, and shall cause each of its consolidated Subsidiaries to, (i) make and keep books, records and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company and such Subsidiaries, (ii) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary (x) to permit preparation of financial statements in conformity with GAAP or any other criteria applicable to such statements and (y) to maintain accountability for assets and (C) access to assets is permitted only in accordance with management's general or specific authorization and (z) comply with the provisions of Section 404 of the Sarbanes-Oxley Act of 2002, so long as in effect.

(b) Fiscal Year. The Company shall, and shall cause each of its consolidated Subsidiaries to, maintain a fiscal year which commences on January 1 and ends on December 31 of each calendar year; provided that, if on the Closing Date any consolidated Subsidiary of the Company has a fiscal year which ends on a date other than December 31, the Company shall use its reasonable best efforts to cause such Subsidiary to change its fiscal year to one which ends on December 31 if such change is reasonably practicable.

(c) Other Financial Information. The Company shall provide to Genworth upon reasonable request of Genworth such other financial information and analyses of the Company and its Subsidiaries that may be necessary for any member of the Genworth Group to (i) comply with applicable financial reporting requirements or its customary financial reporting practices or (ii) respond in a timely manner to any reasonable requests for information regarding the Company and its Subsidiaries received by Genworth from investors or financial analysts or (iii) respond in a timely manner to any reasonable requests for information regarding the Company and its Subsidiaries in connection with Genworth Group's financing, securities and strategic transactions, including prospective transactions, restructuring transactions and sell-downs of Company Common Stock. In connection therewith, the Company shall also permit Genworth, the Genworth Auditors and other Representatives of Genworth to discuss the affairs, finances and accounts of any member of the Company Group with the officers of the Company and the Company Auditors, all at such times and as often as Genworth may reasonably request upon reasonable notice during normal business hours.

(d) Public Information and SEC Reports. The Company and each of its Subsidiaries that files information with the SEC shall cooperate with Genworth in preparing reports, notices and proxy and information statements to be sent or made available by the Company or such Subsidiaries to their security holders, all regular, periodic and other reports filed under Sections 13, 14 and 15 of the Exchange Act by the Company or such Subsidiaries and all registration statements and prospectuses to be filed by the Company or such Subsidiaries with the SEC or any securities exchange pursuant to the listed company manual (or similar requirements) of such exchange (collectively, "Company Public Documents") and deliver to Genworth (to the attention of its Corporate Secretary), no later than the date the same are printed for distribution to its shareholders, sent to its shareholders or filed with the SEC, whichever is earliest, final copies of all Company Public Documents. Upon reasonable advance notice from Genworth of its planned filing date for any given period (including reasonable notice of any changes to such date), the Company shall file (i) its Quarterly Report on Form 10-Q with the SEC no later than ten (10) days after Genworth's planned filing date with the SEC for its quarterly reports for the corresponding period, and (ii) its Annual Report on Form 10-K with the SEC no later than fifteen (15) days after Genworth's planned filing date with the SEC for its annual reports for the corresponding period; provided, that in no event shall the Company file such report for any given period prior to Genworth's filing of its own such report for the corresponding period and this Section 5.4(i) and (ii) shall not apply to the Company's first Quarterly Report on Form 10-Q and Annual Report on Form 10-K, which the Company shall timely file in accordance with SEC rules. Notwithstanding the foregoing, upon reasonable advance notice from the Company to Genworth, the Company may file any reports in advance of Genworth's filing if necessary for the Company to comply with any applicable SEC or other legal deadlines. The Parties shall cooperate in preparing all press releases and other statements to be made available by the Company or any of its Subsidiaries to the public, including, information concerning material developments in the business, properties, results of operations, financial condition or prospects of the Company or any of its Subsidiaries. Genworth shall have the right to review, reasonably in advance of public release or release to financial analysts or investors and in a manner consistent with the procedures and practices in effect prior to the Closing Date with respect to press releases issued by the Company (A) all press releases and other statements to be made available by the Company or any of its Subsidiaries to the public and (B) all reports and other information prepared by the Company or any of its Subsidiaries for release to financial analysts or investors; provided, however, that neither Genworth nor any member of the Genworth Group shall publicly disclose any material, non-public information of the Company except pursuant to policies and procedures mutually agreed upon by Genworth and the Company for the disclosure of such information and except as required by applicable Law; provided, further, that at any time when members of the Genworth Group beneficially own, in the aggregate less than fifty percent (50%) of the then outstanding Company Common Stock, Genworth shall only have the right to review such press releases, public statements, reports and other information in advance if necessary for any member of the Genworth Group to (x) comply with applicable financial reporting requirements or its customary financial reporting practices or (y) respond to any reasonable requests for information regarding the Company and its Subsidiaries received by Genworth from investors or financial analysts. No press release, report, registration, information or proxy statement, prospectus or other document which refers, or contains information with respect, to any member of the Genworth Group shall be filed with the

SEC or otherwise made public or released to any financial analyst or investor by the Company or any of its Subsidiaries without the prior written consent of Genworth (which consent shall not be unreasonably withheld, conditioned or delayed) with respect to those portions of such document that contain information with respect to any member of the Genworth Group, except as may be required by Law (in such cases the Company shall use its reasonable best efforts to notify the relevant member of the Genworth Group and to obtain such member's consent before making such a filing with the SEC or otherwise making any such information public).

(e) Meetings with Financial Analysts. The Company shall notify Genworth reasonably in advance of the date of any conferences to be attended by management of the Company with members of the investment community, and shall consult with Genworth as to the appropriate timing for all such conferences. With respect to any such conference to be held at a time when members of the Genworth Group beneficially own, in the aggregate more than fifty percent (50%) of the then outstanding Company Common Stock, the Company shall not attend such conference on any date to which Genworth reasonably objects. For the avoidance of doubt, the foregoing shall not require the Company to notify Genworth of one-on-one discussions between management of the Company and members of the investment community (including any financial analysts).

(f) Earnings Releases. Genworth agrees that, unless required by Law or unless the Company shall have consented thereto, no member of the Genworth Group will publicly release any quarterly, annual or other financial information of the Company or any of its Subsidiaries ("Company Information") delivered to Genworth pursuant to this Article V prior to the time that Genworth publicly releases financial information of Genworth, for the relevant period. Genworth will consult with the Company on the timing of their annual and quarterly earnings releases and Genworth and the Company will give each other an opportunity to review the information therein relating to the Company and its Subsidiaries and to comment thereon; provided, that Genworth shall have the sole right to determine the timing of all such releases if Genworth and the Company disagree. Upon reasonable advance notice from Genworth, the Company shall publicly release its financial results for each annual and quarterly period on the day of Genworth's earnings release within a reasonable time following Genworth's release. If any member of the Genworth Group is required by Law to publicly release such Company Information prior to the public release of Genworth's financial information, Genworth will give the Company notice of such release of Company Information as soon as practicable but no later than two (2) days prior to such release of Company Information.

5.5. Public Filings. The Company agrees that, until the date that the members of the Genworth Group beneficially own, in the aggregate on any date during a fiscal year, less than twenty percent (20%), or, notwithstanding such percentage, if any member of the Genworth Group is required during any fiscal year, in accordance with GAAP, to account for its investment in the Company on a consolidated basis or under the equity method of accounting, of the then-outstanding Company Common Stock, the Company shall cooperate, and cause its accountants to cooperate, with Genworth to the extent reasonably requested by Genworth in the preparation of Genworth's press releases, public earnings releases, Quarterly Reports on Form 10-Q, Annual Reports to Shareholders, Annual Reports on Form 10-K, any Current Reports on Form 8-K and any amendments thereto and any other proxy, information and registration statements, reports,

notices, prospectuses and any other filings made by Genworth or any of its Subsidiaries with the SEC, any national securities exchange or otherwise made publicly available (collectively, "Genworth Public Filings"). The Company agrees to provide to Genworth all information that Genworth reasonably requests in connection with any such Genworth Public Filings or that, in the judgment of Genworth's legal department, is required to be disclosed therein under any Law. The Company agrees to use reasonable best efforts to provide such information in a timely manner to enable Genworth to prepare, print and release such Genworth Public Filings on such date as Genworth shall determine. If and to the extent reasonably requested by Genworth, the Company shall diligently and promptly review all drafts of such Genworth Public Filings and prepare in a diligent and timely fashion any portion of such Genworth Public Filing pertaining to the Company or its Subsidiaries. Prior to any printing or public release of any Genworth Public Filing, an appropriate executive officer of the Company, shall, if requested by Genworth, continue the existing practice of certifying and representing that the information provided by the Company relating to the Company, in such Genworth Public Filing is accurate, true and correct in all material respects. Unless required by Law, without the prior consent of Genworth, the Company shall not publicly release any financial or other information that conflicts with the information with respect to the Company, any Affiliate of the Company or the Company Group that is provided by the Company for any Genworth Public Filing.

5.6. Genworth Annual Statements. In connection with any Genworth Group member's preparation of its audited annual financial statements and its Annual Reports to Shareholders (collectively the "Genworth Annual Statements"), during any fiscal year in which the members of the Genworth Group own, in the aggregate more than twenty percent (20%) of the then outstanding Company Common Stock, (or such lesser percentage during any fiscal year that any member of the Genworth Group is required, in accordance with GAAP, to account for its investment in the Company on a consolidated basis or under the equity method of accounting), the Company agrees as follows:

(a) Coordination of Auditors' Opinions. The Company will use its reasonable best efforts to enable its independent certified public accountants (the "Company Auditors") to complete their audit such that they will date their opinion on the Company's audited annual financial statements on the same date that Genworth independent certified public accountants (the "Genworth Auditors") date their opinion on the Genworth Annual Statements, and to enable Genworth to meet its timetable for the printing, filing and public dissemination of the Genworth Annual Statements.

(b) Access to Personnel and Working Papers. The Company will request the Company Auditors to make available to the Genworth Auditors both the personnel who performed or are performing the annual audit of the Company and, consistent with customary professional practice and courtesy of such auditors with respect to the furnishing of work papers, work papers related to the annual audit of the Company, in all cases within a reasonable time after the Company Auditors' opinion date, so that the Genworth Auditors are able to perform the procedures they consider necessary to take responsibility for the work of the Company Auditors as it relates to the Genworth Auditors' report on the Genworth Annual Statements, all within sufficient time to enable Genworth to meet its timetable for the printing, filing and public dissemination of the Genworth Annual Statements. If for any reason the Genworth Auditors are

unable to use or rely on the Company Auditors, the Company agrees to provide any and all information requested and to fully cooperate with the Genworth Auditors, all within sufficient time to enable Genworth to meet its timetable for the printing, filing and public dissemination of the Genworth Annual Statements. Until the Trigger Date, if the Genworth Auditors identify, in any management letter or other correspondence in connection with the annual audit of Genworth, any issue with the accounting principles, any proposed adjustment or any similar area of concern with respect to the Company Group, Genworth shall promptly inform the Company and provide the Company with an excerpt of the applicable portions of such management letter or correspondence.

(c) Auditors' Independence. The Company will use its reasonable best efforts, including following Genworth policies on engagement of public accounting firms, to ensure Genworth Auditors maintain independence under SEC and other professional rules and regulations.

5.7. Fifty-Percent Threshold. The Company agrees that, if members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year fifty percent (50%) or more of the then outstanding Company Common Stock, or, notwithstanding such percentage, if any member of the Genworth Group is required during any fiscal year, in accordance with GAAP, to consolidate the Company's financial statements with its financial statements, then in respect of such fiscal year:

(a) Auditors. The Company shall provide Genworth, the Genworth Auditors or other Representatives of Genworth reasonable access upon reasonable notice during normal business hours to the Company's and its Subsidiaries' books and records so that Genworth may conduct reasonable audits relating to the financial statements provided by the Company pursuant to this Article V, as well as to the internal accounting controls and operations of the Company and its Subsidiaries; provided, however, that any such audits will be conducted in the same manner and using the same procedures as conducted on the date hereof for audits of the Company including, but not limited to, reporting audit findings to management of the business or unit subject to the audit.

(b) Accounting Estimates and Principles. The Company will give Genworth reasonable notice of any proposed material change in accounting estimates or material changes in accounting principles from those in effect with respect to the Company, its Subsidiaries and the Affiliates of Genworth that comprise the Company Group immediately prior to the Closing Date, and will give Genworth notice immediately following adoption of any such changes that are mandated or required by the SEC, the Financial Accounting Standards Board or the Public Company Accounting Oversight Board. In connection therewith, the Company will consult with Genworth, and, if requested by Genworth, the Company will consult with the Genworth Auditors with respect thereto. As to material changes in accounting principles that could affect any member of the Genworth Group, the Company will not make any such changes without Genworth's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed), excluding changes that are mandated or required by the SEC, the Financial Accounting Standards Board or the Public Company Accounting Oversight Board, if such a change would be sufficiently material to be required to be disclosed in the Company's financial

statements as filed with the SEC or otherwise publicly disclosed therein. If Genworth so requests, the Company will be required to obtain the concurrence of the Company Auditors as to such material change prior to its implementation. Genworth will use its reasonable best efforts to promptly respond to any request by the Company to make a change in accounting principles and, in any event, in sufficient time to enable the Company to comply with its obligations under Sections 5.1 and 5.2.

(c) Management Certification. The Company's Chief Executive Officer, the Company's Chief Financial or Accounting Officer, and other appropriate Company management shall submit quarterly representations in a form consistent with past practice (with such changes thereto prescribed by Genworth consistent with representations furnished to Genworth by other Subsidiaries of Genworth or as otherwise required by changes to applicable Law or stock exchange requirements) attesting to the accuracy and completeness of the financial and accounting records referred to therein in all material respects.

(d) Budget and Operating Review Process. Until the Trigger Date, Genworth shall have the right to approve the annual budget and annual business plan of the Company and its Subsidiaries on a consolidated basis (the "Operational Plan") and any material amendments to, or any material departure from, such annual budget and Operational Plan. The Company shall also review with Genworth its strategic and multi-year plans (collectively, with the Operational Plan, the "Business Plans"). The Company shall conduct its Business Plans review process on a schedule that is consistent with that of Genworth and shall provide the Company's proposed Business Plans in advance to Genworth for review and, with respect to the Operational Plan, approval by Genworth's board of directors (the "Genworth Board"). Genworth acknowledges that the Company shall conduct its Business Plans review process through participation in meetings of the Genworth Board and related activities in preparation of such meetings. The Company shall hold all of its regularly scheduled board meetings at which its Business Plans are discussed within a time frame consistent with Genworth's review process. The Company shall use best efforts to conduct all other reviews of the Company's operations, affairs, finances or results (other than those required to comply with applicable financial reporting requirements or its customary financial reporting practices) as requested by Genworth. In connection with the Business Plans reviews, relevant Genworth personnel in addition to the members of the Company's board of directors (the "Company Board") designated for nomination by Genworth may participate at Genworth's invitation. As requested by Genworth, the Company's Chief Executive Officer and Company management will be participants at the meetings of the Genworth Board. The chairperson of the Company Board and the chairpersons of the committees of the Company Board shall also make themselves available to discuss matters with their respective counterparts of the Genworth Board and the committees thereof.

(e) Board Materials and Reports The Company shall provide to Genworth copies of all materials and reports provided to the Company Board (or a committee thereof) at the same time as such materials and reports are provided to the Company Board (or committee thereof). The Company shall satisfy its obligations under this Section 5.7(e) by delivering such materials and reports to Genworth's Corporate Secretary in such form and in such manner as requested by Genworth's Corporate Secretary.

5.8. Accountants' Reports.

(a) The Company agrees that if members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year at least ten percent (10%) of the then-outstanding Company Common Stock, the Company will promptly upon receipt of written notice from Genworth, but in no event later than five (5) Business Days following the receipt thereof, deliver to Genworth copies of all reports submitted to the Company or any of its Subsidiaries by their independent certified public accountants, including, each report submitted to the Company or any of its subsidiaries concerning its accounting practices and systems and any comment letter submitted to management in connection with their annual audit and all responses by management to such reports and letters.

(b) The Company agrees that if members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year at least ten percent (10%) of the then-outstanding Company Common Stock, the Company shall allow Genworth or any of its Subsidiaries, on reasonable notice and in a reasonable manner, to conduct audits of the Company, including (but not limited to) with respect to the Company's activities, operations and compliance with applicable Law.

5.9. Financing, Securities and Strategic Transactions. The Company shall cooperate with and shall provide to Genworth and the relevant parties, including potential financing sources, as reasonably requested by Genworth, the Company's management, directors, officers, employees or other personnel and agents of the Company Group as participants in meetings and all information, books, records, data or other documents within its control or which it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such management, directors, officers, employees or other personnel and agents) or information, books, records, data or other documents that Genworth or potential financing sources may reasonably request in connection with any financing, securities or strategic transactions, including prospective transactions, restructuring transactions and sell-downs of Company Common Stock, or that, in the judgment of Genworth's legal department, is required to be disclosed therein under any Law. In connection therewith, the Company agrees to use reasonable best efforts to provide such persons and information, books, records, data or other documents in a timely manner to enable Genworth and the relevant parties to explore, plan, finance, prepare or execute such financing, securities or strategic transactions, including prospective transactions, restructuring transactions and sell-downs of Company Common Stock, on such date as Genworth shall determine.

5.10. Agreement for Exchange of Information.

(a) Each of Genworth and the Company, on behalf of itself and its respective Group, agrees to provide, or cause to be provided, to the other Group, at any time before or after the Closing Date, as soon as reasonably practicable after written request therefor, any Information in the possession or under the control of such respective Group which the requesting Party reasonably needs (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party or a member of its Group (including under applicable securities, insurance or Tax Laws) by a Governmental Authority having jurisdiction over the requesting Party or such member of its Group, (ii) for use in any other judicial, regulatory, administrative,

tax or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, tax or other similar requirements, in each case other than claims or allegations that one Party to this Agreement has against the other, or (iii) subject to the foregoing clause (ii), to comply with its obligations under this Agreement or any Transaction Document; provided, however, that in the event that any Party determines that any such provision of Information could be commercially detrimental, violate any Law or agreement, or waive attorney work product protection or any attorney-client or similar privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

(b) Each of Genworth and the Company, on behalf of itself and its respective Group, agrees to provide, or cause to be provided, to the other Group, at any time before the Trigger Date, as soon as reasonably practicable after written request therefor, any Information in the possession or under the control of such respective Group which the requesting Party reasonably determines to be relevant to its relationship, communications or interaction with a (i) Governmental Authority having jurisdiction over the requesting Party or such member of its Group, and (ii) nationally recognized statistical rating organization.

5.11. Ownership of Information. Any Information owned by one Group that is provided to a requesting Party pursuant to Section 5.10 shall be deemed to remain the property of the providing Group. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information.

5.12. Compensation for Providing Information. In connection with information exchanged pursuant to Section 5.10, the Party requesting Information agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, of creating, gathering and copying such Information, to the extent that such costs are incurred for the benefit of the requesting Party. Except as may be otherwise specifically provided elsewhere in this Agreement or in any other agreement between the Parties, such costs shall be computed in accordance with the providing Party's standard methodology and procedures.

5.13. Record Retention. To facilitate the possible exchange of Information pursuant to this Article V and other provisions of this Agreement after the Closing Date, Genworth and the Company agree to use their reasonable best efforts to retain all Information in their respective possession or control in accordance with the policies of Genworth as in effect on the Closing Date or such other policies as may be reasonably adopted by the appropriate party after the Closing Date. No Party will destroy, or permit any of its Subsidiaries to destroy, any Information required to be retained by applicable Law.

5.14. Liability. To the fullest extent permitted by law, no Party shall have any liability to any other Party in the event that any Information exchanged or provided pursuant to this Agreement which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate in the absence of willful misconduct by the Party providing such Information. To the fullest extent permitted by law, no Party shall have any liability to any other Party if any Information is destroyed after reasonable best efforts by such Party to comply with the provisions of Section 5.13.

5.15. Other Agreements Providing for Exchange of Information.

(a) The rights and obligations granted under this Article V are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of Information set forth in any Transaction Document.

(b) When any Information provided by one Group to the other (other than Information provided pursuant to Section 5.13) is no longer needed for the purposes contemplated by this Agreement or any other Transaction Document or is no longer required to be retained by applicable Law, the receiving Party will promptly after request of the other Party either return to the other Party all Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the other Party that it has destroyed such Information (and such copies thereof and such notes, extracts or summaries based thereon).

5.16. Genworth Policies, Procedures and Practices. Notwithstanding anything else in this Agreement, except as required by applicable Law (including, but not limited to, the rules and regulations of the Nasdaq Global Select Market (the "Nasdaq")), prior to the Trigger Date, the Company will comply with all:

(a) written policies and procedures of Genworth (as amended, replaced or supplemented from time to time), including, but not limited to, all information, financial, operating, actuarial, human resources, risk, data security and compliance policies and procedures; and

(b) otherwise established practices of Genworth that apply to Genworth and its Subsidiaries from time to time as communicated to the Company, including, but not limited to, all information, financial, operating, actuarial, human resources, risk, data security and compliance practices that apply to the Company.

5.17. Production of Witnesses; Records; Cooperation.

(a) After the Closing Date, except in the case of an adversarial Action by one Party against another Party, each of Genworth and the Company shall use its reasonable best efforts to make available to each other Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its respective Group as witnesses and any books, records or other documents within its control or which it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Action in which the requesting Party may from time to time be involved, regardless of whether such Action is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall bear all costs and expenses in connection therewith.

(b) If an Indemnifying Party chooses to defend or to seek to compromise or settle any Third-Party Claim, the other parties shall make available to such Indemnifying Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its respective Group as witnesses and any books, records or other documents within its control or which it otherwise has the ability to make available, to

the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with such defense, settlement or compromise, or the prosecution, evaluation or pursuit thereof, as the case may be, and shall otherwise cooperate in such defense, settlement or compromise, or such prosecution, evaluation or pursuit, as the case may be.

(c) Without limiting the foregoing, Genworth and the Company shall cooperate and consult to the extent reasonably necessary with respect to any Actions.

(d) The obligation of Genworth and the Company to provide witnesses pursuant to this Section 5.17 is intended to be interpreted in a manner so as to facilitate cooperation and shall include the obligation to provide as witnesses and other officers without regard to whether the witness or the employer of the witness could assert a possible business conflict (subject to the exception set forth in the first sentence of Section 5.17(a)).

(e) In connection with any matter contemplated by this Section 5.17, Genworth and the Company will enter into a mutually acceptable joint defense agreement memorializing the applicability of any applicable attorney-client privilege, work product immunity or other applicable privileges or immunities of any member of any Group.

5.18. Privilege. To the fullest extent permitted by law, the provision of any information pursuant to this Agreement shall not be deemed a waiver of any privilege or similar protection, including privileges arising under or related to the attorney-client privilege, work product or any other applicable privilege and protections with respect to attorney work product (each, a "Privilege"). Following the Closing Date, neither the Company or any member of the Company Group nor Genworth or any member of the Genworth Group will be required to provide any information pursuant to this Agreement if the provision of such information would serve as a waiver of any Privilege afforded such information.

5.19. Reasonable. For the purposes of this Article V, any request for information shall be deemed reasonable in content or timing if such request is consistent with past practices.

ARTICLE VI

RELEASE; INDEMNIFICATION

6.1. Release of Pre-Closing Claims.

(a) Except as provided in (i) Section 6.1(c), (ii) any exceptions to the indemnification provisions of Sections 6.2, 6.3 and 6.4 set forth in those Sections and (iii) any Transaction Document and this Agreement, effective as of the Closing Date, to the fullest extent permitted by law, the Company does hereby for itself and all Persons who at any time prior to the Closing Date have been directors, officers, agents or employees of the Company (in each case, in their respective capacities as such), voluntarily, knowingly unconditionally remise, release and forever discharge Genworth and the other members of the Genworth Group, their respective Affiliates, successors and assigns, and all Persons who at any time prior to the Closing Date have been stockholders, directors, officers, agents or employees of any member of the Genworth

Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any contract, tort or agreement, by operation of Law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed from the beginning of time up to the Closing Date, including without limitation in connection with the transactions and all other activities to implement the IPO Transactions, the Initial Public Offering and any of the other transactions contemplated hereunder and under the Transaction Documents.

(b) Except as provided in (i) Section 6.1(c), (ii) any exceptions to the indemnification provisions of Sections 6.2, 6.3 and 6.4 set forth in those Sections and (iii) any Transaction Document and this Agreement, effective as of the Closing Date, Genworth does hereby for itself and all Persons who at any time prior to the Closing Date have been stockholders, directors, officers, agents or employees of Genworth (in each case, in their respective capacities as such), remise, release and forever discharge the Company, the respective members of the Company Group, their respective Affiliates, successors and assigns, and all Persons who at any time prior to the Closing Date have been stockholders, directors, officers, agents or employees of any member of the Company Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any contract, tort or agreement, by operation of Law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed from the beginning of time up to the Closing Date, including without limitation in connection with the transactions and all other activities to implement the IPO Transactions, the Initial Public Offering and any of the other transactions contemplated hereunder and under the Transaction Documents.

(c) Nothing contained in Section 6.1(a) or Section 6.1(b) shall impair any right of any Person to enforce this Agreement or any Transaction Document, in each case in accordance with its terms. Nothing contained in Section 6.1(a) or Section 6.1(b) shall release any Person from:

(i) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Transaction Document;

(ii) any Liability for the sale, lease, construction or receipt of property or services purchased, obtained or used in the ordinary course of business by a member of one Group from a member of the other Group prior to the Closing Date;

(iii) any Liability for unpaid amounts for services or refunds owing on services due on a value-received basis for work done by a member of one Group at the request or on behalf of a member of the other Group; or

(iv) any Liability that Genworth and the Company may have with respect to indemnification or contribution pursuant to this Agreement or otherwise, including for claims brought against Genworth and the Company by third Persons (which third person claims shall be governed by the provisions of this Article VI and, if applicable, the appropriate provisions of the Transaction Documents).

(d) The Company shall not make, and shall not permit any member of the Company Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against Genworth or any member of the Genworth Group, or any other Person released pursuant to Section 6.1(a), with respect to any Liabilities released pursuant to Section 6.1(a). Genworth shall not, and shall not permit any member of the Genworth Group, to make any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification against the Company or any member of the Company Group, or any other Person released pursuant to Section 6.1(b), with respect to any Liabilities released pursuant to Section 6.1(b).

(e) It is the intent of each of Genworth and the Company, by virtue of the provisions of this Section 6.1, to the fullest extent permitted by law and in furtherance of and without limitation of the releases in Section 6.1(a)-(b), to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Closing Date, between or among the Company or any member of the Company Group, on the one hand, and Genworth or any member of the Genworth Group, on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such members on or before the Closing Date), except as expressly set forth in Sections 6.1(a), (b) and (c). At any time, at the request of any other Party, each Party shall cause each member of its respective Group to execute and deliver releases reflecting the provisions hereof.

6.2. General Indemnification by the Company. Except (i) as provided in Section 6.5 or (ii) as required by applicable Law, the Company shall indemnify, defend and hold harmless on an After-Tax Basis each member of the Genworth Group and each of their respective directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Genworth Indemnified Parties"), from and against any and all Liabilities of the Genworth Indemnified Parties relating to, arising out of or resulting from any of the following items (without duplication):

(a) the failure of the Company or any other member of the Company Group or any other Person to pay, perform or otherwise promptly discharge any Company Liabilities in accordance with its respective terms, whether prior to or after the Closing Date;

(b) any Company Liability;

(c) any guarantee, indemnification obligation, surety bond or other credit support agreement, arrangement, commitment or understanding by any member of the Genworth Group for the benefit of any member of the Company Group that survives the Closing;

(d) any breach by any member of the Company Group of this Agreement or any of the Transaction Documents or any action by the Company in contravention of its Charter or Amended and Restated By-Laws; and

(e) any untrue statement or alleged untrue statement of a material fact contained in any Genworth Public Filing or any other document filed with the SEC by any member of the Genworth Group pursuant to the Securities Act or the Exchange Act, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that those Liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information that is either furnished to any of the Genworth Indemnified Parties by any member of the Company Group or incorporated by reference by any Genworth Indemnified Party from any filings made by any member of the Company Group with the SEC pursuant to the Securities Act or the Exchange Act, and then only if that statement or omission was made or occurred after the Closing Date.

6.3. General Indemnification by Genworth. Except (i) as provided in Section 6.5 or (ii) as required by applicable Law, Genworth shall indemnify, defend and hold harmless on an After-Tax Basis each member of the Company Group and each of their respective directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Company Indemnified Parties"), from and against any and all Liabilities of the Company Indemnified Parties relating to, arising out of or resulting from any of the following items (without duplication):

(a) the failure of any member of the Genworth Group or any other Person to pay, perform or otherwise promptly discharge any Liabilities of the Genworth Group (including any Genworth Employee Liabilities) other than the Company Liabilities, whether prior to or after the Closing Date or the date hereof;

(b) any Liability or Contract of a member of the Genworth Group (including any Genworth Employee Liabilities) other than the Company Liabilities;

(c) any breach by any member of the Genworth Group of this Agreement or any of the Transaction Documents; and

(d) any untrue statement or alleged untrue statement of a material fact contained in any document filed with the SEC by any member of the Company Group pursuant to the Securities Act or the Exchange Act other than the Registration Statements, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that those Liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon

information that is either furnished to any member of the Company Indemnified Parties by any member of the Genworth Group or incorporated by reference by any Company Indemnified Party from any Genworth Public Filings or any other document filed with the SEC by any member of the Genworth Group pursuant to the Securities Act or the Exchange Act.

6.4. Registration Statement Indemnification.

(a) The Company agrees to indemnify and hold harmless on an After-Tax Basis the Genworth Indemnified Parties and each Person, if any, who controls any member of the Genworth Group within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively, the "Registration Indemnified Parties") from and against any and all Liabilities arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus, or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such Liabilities arise out of or are based upon any untrue statement or omission or alleged untrue statement or omission which has been made therein or omitted therefrom in reliance upon and in conformity with (i) the information set forth in the IPO Registration Statement, that Genworth agrees in writing was furnished by a member of the Genworth Group, (ii) the information set forth in any other Registration Statement that Genworth agrees in writing was furnished by a member of the Genworth Group and (iii) information relating to any underwriter furnished in writing to the Company by or on behalf of such underwriter expressly for use in the Registration Statement or Prospectus.

(b) Each Registration Indemnified Party agrees, severally and not jointly, to indemnify and hold harmless on an After-Tax Basis the Company and its Subsidiaries and any of their respective directors or officers who sign any Registration Statement, and any person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Registration Indemnified Party, but only with respect to the information set forth in a Registration Statement, that Genworth agrees in writing was furnished by a member of the Genworth Group, or as agreed in writing by Genworth as provided by Section 6.4(a)(ii). For purposes of this Section 6.4(b), any information relating to any underwriter that is contained in a Registration Statement or Prospectus shall not be deemed to be information relating to a Registration Indemnified Party. If any Action shall be brought against the Company or its Subsidiaries, any of their respective directors or officers, or any such controlling person based on any Registration Statement or Prospectus and in respect of which indemnity may be sought against a Registration Indemnified Party pursuant to this paragraph (b), such Registration Indemnified Party shall have the rights and duties given to the Company by Section 6.5 hereof (except that if the Company shall have assumed the defense thereof, such Registration Indemnified Party shall not be required to, but may, employ separate counsel therein and participate in the defense thereof, but the fees and expenses of such counsel shall be at such Registration Indemnified Party's expense), and the Company, its directors or officers and any such controlling person shall have the rights and duties given to such Registration Indemnified Party by Section 6.5 hereof.

6.5. Contribution.

(a) If the indemnification provided for in this Article VI is unavailable to, or insufficient to hold harmless on an After-Tax Basis, an Indemnified Party under Section 6.2(e), Section 6.3(d) or Section 6.4 hereof in respect of any Liabilities referred to therein, then each Indemnifying Party (as defined below) shall contribute to the amount paid or payable by such indemnified Party as a result of such Liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the indemnified Party in connection with the actions which resulted in Liabilities as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. For the purposes of this Section 6.5(a), the information set forth in the IPO Registration Statement or any other Registration Statement that is described by Genworth in writing pursuant to Section 6.4(a)(i) or as agreed in writing as provided by Section 6.4(a)(ii), as applicable, shall be the only "information supplied by" such Registration Indemnified Parties.

(b) Genworth and the Company agree that it would not be just and equitable if contribution pursuant to this Section 6.5 were determined by a pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (a) above. The amount paid or payable by an Indemnified Party as a result of the Liabilities referred to in paragraph (a) above shall be deemed to include, subject to the limitations set forth above, any legal or other fees or expenses reasonably incurred by such Indemnified Party in connection with investigating any claim or defending any Action. Notwithstanding the provisions of this Section 6.5, a Registration Indemnified Party shall not be required to contribute any amount in excess of the amount by which the proceeds to such Registration Indemnified Party exceeds the amount of any damages which such Registration Indemnified Party has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

6.6. Indemnification Obligations Net of Insurance Proceeds and Other Amounts, On an After-Tax Basis.

(a) Any Liability subject to indemnification or contribution pursuant to this Article VI will be net of Insurance Proceeds that actually reduce the amount of the Liability and will be determined on an After-Tax Basis. Accordingly, the amount which any party (an "Indemnifying Party") is required to pay to any Person entitled to indemnification hereunder (an "Indemnified Party") will be reduced by any Insurance Proceeds theretofore actually recovered by or on behalf of the Indemnified Party in respect of the related Liability. If an Indemnified Party receives a payment (an "Indemnity Payment") required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds, then the Indemnified Party will pay to the Indemnifying Party an amount equal to the excess of

the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) An insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification provisions hereof, have any subrogation rights with respect thereto. The Indemnified Party shall use its commercially reasonable best efforts to seek to collect or recover any third-party Insurance Proceeds to which the Indemnified Party is entitled in connection with any Liability for which the Indemnified Party seeks indemnification pursuant to this Article VI; provided, that the Indemnified Party's inability to collect or recover any such Insurance Proceeds shall not limit the Indemnifying Party's obligations hereunder.

(c) The term "After-Tax Basis" as used in this Article VI shall mean, with respect to any indemnification payment to be actually or constructively received by any Person, the amount of the payment (i) increased to take account of any net Tax cost incurred by the Indemnified Party arising from the receipt or accrual of an indemnification payment hereunder (grossed up for such increase) and (ii) reduced to take account of any net Tax benefit realized by the Indemnified Party arising from incurring or paying such Liability. In computing the amount of any such Tax cost or Tax benefit, the Indemnified Party shall be deemed to recognize all other items of income, gain, loss, deduction or credit before recognizing any item arising from the receipt or accrual of any indemnification payment hereunder or incurring or paying any indemnified Liability. Any indemnification payment hereunder shall initially be made without regard to this Section 6.6(c) and shall be increased or reduced to reflect any such net Tax cost (including gross-up) or net Tax benefit only after the Indemnified Party has actually realized such cost or benefit. For purposes of this Agreement, an Indemnified Party shall be deemed to have "actually realized" a net Tax cost or a net Tax benefit to the extent that, and at such time as, the amount of Taxes payable by such Indemnified Party is increased above or reduced below, as the case may be, the amount of Taxes that such Indemnified Party would be required to pay but for the receipt or accrual of the indemnification payment or the incurrence or payment of such Liability, as the case may be. The amount of any increase or reduction hereunder shall be adjusted to reflect any "determination" (within the meaning of Section 1313 of the Code) with respect to the Indemnified Party's liability for Taxes, and payments between such indemnified parties to reflect such adjustment shall be made if necessary. Notwithstanding any other provision of this Agreement, to the extent permitted by applicable Law, the parties hereto agree that any indemnity payment made hereunder shall be treated as a capital contribution or dividend distribution, as the case may be, immediately prior to the date of the Initial Public Offering and, accordingly, not includible in the taxable income of the recipient or deductible by the payor.

6.7. Procedures for Indemnification of Third-Party Claims.

(a) If an Indemnified Party shall receive notice or otherwise learn of the assertion by a Person (including any Governmental Authority) who is not a member of the Genworth Group or the Company Group of any claim or of the commencement by any such Person of any Action (collectively, a "Third-Party Claim") with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnified Party

pursuant to Section 6.2, Section 6.3 or Section 6.4, or any other Section of this Agreement or any Transaction Document, such Indemnified Party shall give such Indemnifying Party written notice thereof within twenty (20) days after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail. Notwithstanding the foregoing, the failure of any Indemnified Party or other Person to give notice as provided in this Section 6.7(a) shall not relieve the Indemnifying Party of its obligations under this Article VI, except to the extent that such Indemnifying Party is actually and materially prejudiced by such failure to give notice.

(b) An Indemnifying Party may elect to defend (and to seek to settle or compromise), at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, any Third-Party Claim. Within thirty (30) days after the receipt of notice from an Indemnified Party in accordance with Section 6.7(a) (or sooner, if the nature of such Third-Party Claim so requires), the Indemnifying Party shall notify the Indemnified Party of its election whether the Indemnifying Party will assume responsibility for defending such Third-Party Claim, which election shall specify any reservations or exceptions. After notice from an Indemnifying Party to an Indemnified Party of its election to assume the defense of a Third-Party Claim, such Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but the fees and expenses of such counsel shall be the expense of such Indemnified Party except as set forth in the next sentence. If the Indemnifying Party has elected to assume the defense of the Third-Party Claim but has specified, and continues to assert, any reservations or exceptions in such notice, then, in any such case, the reasonable fees and expenses of one separate counsel for all Indemnified Parties shall be borne by the Indemnifying Party, but the Indemnifying Party shall be entitled to reimbursement by the Indemnified Party for payment of any such fees and expenses to the extent that it establishes that such reservations and exceptions were proper.

(c) If an Indemnifying Party elects not to assume responsibility for defending a Third-Party Claim, or fails to notify an Indemnified Party of its election as provided in Section 6.7(b), such Indemnified Party may defend such Third-Party Claim at the cost and expense of the Indemnifying Party.

(d) Unless the Indemnifying Party has failed to assume the defense of the Third-Party Claim in accordance with the terms of this Agreement, no Indemnified Party may settle or compromise any Third-Party Claim without the consent of the Indemnifying Party. No Indemnifying Party shall consent to entry of any judgment or enter into any settlement of any pending or threatened Third-Party Claim in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party without the consent of the Indemnified Party if (i) the effect thereof is to permit any injunction, declaratory judgment, other order or other nonmonetary relief to be entered, directly or indirectly against such Indemnified Party and (ii) such settlement does not include an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Third-Party Claim.

(e) The provisions of this Section 6.7 shall not apply to Taxes (which are covered by the Tax Allocation Agreement).

6.8. Additional Matters.

(a) Indemnification or contribution payments in respect of any Liabilities for which an Indemnified Party is entitled to indemnification or contribution under this Article VI shall be paid by the Indemnifying Party to the Indemnified Party as such Liabilities are incurred upon demand by the Indemnified Party, including an obligation to provide reasonably satisfactory documentation setting forth the basis for the amount of such indemnification or contribution payment, including documentation with respect to calculations made on an After-Tax Basis and consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities. The indemnity and contribution agreements contained in this Article VI shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnified Party; (ii) the knowledge by the Indemnified Party of Liabilities for which it might be entitled to indemnification or contribution hereunder; and (iii) any termination of this Agreement.

(b) Any claim on account of a Liability which does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnified Party to the applicable Indemnifying Party. Such Indemnifying Party shall have a period of thirty (30) days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such thirty (30)-day period, such Indemnifying Party shall be deemed to have refused to accept responsibility to make payment. If such Indemnifying Party does not respond within such thirty (30)-day period or rejects such claim in whole or in part, such Indemnified Party shall be free to pursue such remedies as may be available to such party as contemplated by this Agreement and the Transaction Documents without prejudice to its continuing rights to pursue indemnification or contribution hereunder.

(c) If payment is made by or on behalf of any Indemnifying Party to any Indemnified Party in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnified Party as to any events or circumstances in respect of which such Indemnified Party may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnified Party shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(d) In an Action in which the Indemnifying Party is not a named defendant, if either the Indemnified Party or Indemnifying Party shall so request, the parties shall endeavor to substitute the Indemnifying Party for the named defendant if they conclude that substitution is desirable and practical. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in this section, and the Indemnifying Party shall fully indemnify the named defendant against all costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts fees and all other external expenses), the costs of any judgment or settlement, and the cost of any interest or penalties relating to any judgment or settlement.

(e) The provisions of this Section 6.8 shall not apply to Taxes and related matters covered under the Tax Allocation Agreement.

6.9. Remedies Cumulative; Limitations of Liability. The rights provided in this Article VI shall be cumulative and, subject to the provisions of Article IX, shall not preclude assertion by any Indemnified Party of any other rights or the seeking of any and all other remedies against any Indemnifying Party. Notwithstanding the foregoing, neither the Company or its Affiliates, on the one hand, nor Genworth or its Affiliates, on the other hand, shall be liable to the other for any special, indirect, incidental, punitive, consequential, exemplary, statutorily-enhanced or similar damages in excess of compensatory damages (provided that any such liability with respect to a Third-Party Claim shall be considered direct damages) of the other arising in connection with the Transactions or any of the other Transaction Documents.

6.10. Survival of Indemnities. The rights and obligations of each of Genworth and the Company and their respective Indemnified Parties under this Article VI shall survive the sale or other transfer by any party of any Assets or businesses or the assignment by it of any Liabilities.

ARTICLE VII

OTHER AGREEMENTS

7.1. Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement and the Transaction Documents, each of Genworth and the Company will cooperate with each other and use (and will cause their respective Subsidiaries and Affiliates to use) reasonable best efforts, prior to, on and after the Closing Date, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement and the Transaction Documents.

(b) Without limiting the foregoing, prior to, on and after the Closing Date, each of Genworth and the Company shall cooperate with the other Party, and without any further consideration, but at the expense of the requesting Party from and after the Closing Date, to execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all consents, approvals or authorizations of, any Governmental Authority or any other Person under any permit, license, agreement or other instrument (including any Consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by any other Party hereto from time to time, consistent with the terms of this Agreement and the Transaction Documents, in order to effectuate the provisions and purposes of this Agreement and the Transaction Documents and the assignment and assumption of the Company Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each Party will, at the reasonable request, cost and expense of any other Party, take such other actions as may be reasonably necessary to vest in such other Party good and marketable title to the Assets allocated to such Party under this Agreement or any of the Transaction Documents, free and clear of any Security Interest, if and to the extent it is practicable to do so.

(c) On or prior to the Closing Date, Genworth and the Company in their respective capacities as direct and indirect stockholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by Genworth, the Company or any other Subsidiary of Genworth or the Company, as the case may be, to effectuate the transactions contemplated by this Agreement. On or prior to the Closing Date, the Company shall take all actions as may be necessary to approve the stock-based employee benefit plans of the Company in order to satisfy the requirements of Rule 16b-3 under the Exchange Act and the applicable rules and regulations of the Nasdaq.

7.2. Confidentiality.

(a) Prior to the Trigger Date, Genworth and the Company may disclose confidential information of the other Party (a) to any person who has a contractual, legal or fiduciary obligation of confidentiality with respect to such information; provided that Genworth or the Company discloses such confidential information in good faith and has a bona fide business purpose for disclosing such confidential information and (b) to the public as required to be in compliance with applicable Law or stock exchange rules.

(b) From and after the Trigger Date, subject to Section 7.2(d) and except as contemplated by this Agreement or any Transaction Document, Genworth shall not, and shall cause its respective Affiliates and their respective officers, directors, employees, and other agents and representatives, including attorneys, agents, customers, suppliers, contractors, consultants and other representatives of any Person providing financing (collectively, "Representatives"), not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person other than Representatives of such Party or of its Affiliates who reasonably need to know such information in providing services or in connection with any financing, securities or strategic transactions, including any prospective transactions, restructuring transactions and sell-downs of Company Common Stock, to any member of the Genworth Group or use or otherwise exploit for its own benefit or for the benefit of any third party, any Company Confidential Information. If any uses or disclosures are made in connection with providing services to any member of the Genworth Group under this Agreement or any Transaction Document, then the Company Confidential Information so used or disclosed shall be used only as required to perform the services. The Genworth Group shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the Company Confidential Information by any of their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 7.2, any Information, material or documents relating to the Company Business currently or formerly conducted, or proposed to be conducted, by any member of the Company Group furnished to or in possession of any member of the Genworth Group, irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by any member of the Genworth Group or their respective officers, directors and Affiliates, that contain or otherwise reflect such information, material or documents is hereinafter referred to as "Company Confidential Information." "Company Confidential Information" does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public, other than as a result of a use or disclosure by any member of the Genworth Group not otherwise permissible hereunder, (ii) Genworth can demonstrate was or

became available to such Party or such member of the Genworth Group from a source other than the Company or its Affiliates, (iii) is developed independently by such member of the Genworth Group without reference to the Company Confidential Information or (iv) may be reasonably determined by Genworth to be necessary in connection with Genworth's enforcement of its rights in connection with this Agreement or in connection with financing, securities or strategic transactions, including any prospective transactions, restructuring transactions and sell-downs of Company Common Stock ; provided, however, that, in the case of clause (ii), the source of such information was not known by such member of the Genworth Group to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company or any member of the Company Group with respect to such information.

(c) From and after the Trigger Date, subject to Section 7.2(d) and except as contemplated by this Agreement or any Transaction Document, the Company shall not, and shall cause its Affiliates and their respective Representatives, not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person other than Representatives of such Party or of its Affiliates who reasonably need to know such information in providing services to the Company or any member of the Company Group or use or otherwise exploit for its own benefit or for the benefit of any third party, any Genworth Confidential Information. If any uses or disclosures are made in connection with providing services to any member of the Company Group under this Agreement or any Transaction Document, then the Genworth Confidential Information so used or disclosed shall be used only as required to perform the services. The Company Group shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the Genworth Confidential Information by any of their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 7.2, any Information, material or documents relating to the businesses currently or formerly conducted, or proposed to be conducted, by Genworth or any of its Affiliates (other than any member of the Company Group) furnished to or in possession of any member of the Company Group, irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by the Company, any member of the Company Group or their respective officers, directors and Affiliates, that contain or otherwise reflect such information, material or documents is hereinafter referred to as "Genworth Confidential Information." "Genworth Confidential Information" does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public, other than as a result of a use or disclosure by any member of the Company Group not otherwise permissible hereunder, (ii) the Company can demonstrate was or became available to the Company from a source other than Genworth and its Affiliates or (iii) is developed independently by such member of the Company Group without reference to the Genworth Confidential Information; provided, however, that, in the case of clause (ii), the source of such information was not known by such member of the Company Group to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, any such member of the Genworth Group or their respective Affiliates with respect to such information.

(d) From and after the Trigger Date, if Genworth or its Affiliates, on the one hand, or the Company or its Affiliates, on the other hand, are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any Governmental Authority or pursuant to applicable Law to disclose or provide any Company Confidential Information or Genworth Confidential Information (other than with respect to any such information furnished pursuant to the provisions of Article V of this Agreement), as applicable, the entity or person receiving such request or demand shall use all reasonable best efforts to provide the other Party with written notice of such request or demand as promptly as practicable under the circumstances so that such other Party shall have an opportunity to seek an appropriate protective order. The Party receiving such request or demand agrees to take, and cause its representatives to take, at the requesting Party's expense, all other reasonable steps necessary to obtain confidential treatment by the recipient. Subject to the foregoing, the Party that received such request or demand may thereafter disclose or provide any Company Confidential Information or Genworth Confidential Information, as the case may be, to the extent required by such Law (as so advised by counsel) or by lawful process or such Governmental Authority.

7.3. Information Sharing. Each party hereto acknowledges and agrees that Genworth Designees may share any information, including any confidential, non-public information, about the Company and its Subsidiaries received by them (whether in their capacity as a member of the Company Board (or committee thereof) or otherwise) from or on behalf of the Company or its designated representatives with Genworth.

7.4. Ownership of Certain Subsidiaries. So long as Genworth Seguros de Credito a la Vivienda, S.A. de C.V., a Mexico-domiciled subsidiary of Genworth, or Genworth Servicios, S. de R. L. de C. V., a Mexico-domiciled subsidiary of Genworth (together, the "Mexican Subsidiaries"), is a subsidiary of Genworth, the Company will not sell, transfer, or otherwise dispose of or cause its Subsidiaries to sell, transfer, or otherwise dispose of its ownership in the Mexican Subsidiaries; provided, that if requested by Genworth, the Company shall transfer to Genworth or its designee the Mexican Subsidiaries (i) for a purchase price equal to the fair market value of such Mexican Subsidiaries as mutually agreed by Genworth and the Company in good faith or as otherwise determined by an independent valuation firm mutually designated by Genworth and the Company and (ii) on such date as is mutually agreed by the Parties.

7.5. Insurance Matters.

(a) The Company and its subsidiaries, as a whole, (i) as of the Effective Time, shall have its own directors' and officers' liability insurance with sufficient coverage (including, without limitation, in amounts) that is consistent with customary market practices in its business and (ii) at and after the Effective Time to the Trigger Date, shall continuously maintain such liability insurance. For the avoidance of doubt, at and after the Effective Time, the Company shall not submit any claims under Genworth's directors' and officers' liability insurance.

(b) Prior to the Trigger Date, members of the Company Group shall be insured by, have direct access or availability to, be entitled to make direct claims on or be entitled to claim benefits directly from or under Genworth Insurance Arrangements, in each case solely to the extent provided by the terms of the Genworth Insurance Arrangements, as the same

may be modified, terminated or otherwise changed from time to time in accordance with Section 7.5(f) below. Members of the Company Group will pay premiums and other costs under each such Genworth Insurance Arrangement in accordance with Genworth's allocation methodologies (consistently applied) for its other Subsidiaries, as the same may be in effect from time to time.

(c) From and after the Trigger Date, members of the Company Group shall cease to be insured by, have access or availability to, be entitled to make claims on, be entitled to claim benefits from or seek coverage under any Genworth Insurance Arrangement, other than with respect to any claim, act, omission, event, circumstance, occurrence or loss that occurred or existed prior to the Trigger Date (and then only to the extent that such claim, act, omission, event, circumstance, occurrence or loss occurred or existed on or prior to the Trigger Date) (a "Pre-Trigger Date Event") and was reported to the applicable insurer in accordance with the provisions of the applicable Genworth Insurance Arrangement, subject in each case to the terms and conditions of the applicable Genworth Insurance Arrangement and the requirements of subparagraph (f) below. Upon receipt of a written request from the Company, Genworth shall use its commercially reasonable efforts to reduce or cancel the Company Group's coverage under any Genworth Insurance Arrangement, effective no earlier than sixty (60) days after Genworth's receipt of such request, provided, however that (i) any costs associated with or incurred in connection with such reduction or cancellation shall be borne exclusively by the Company Group, (ii) the Company Group understands that there may be no premium refund or credit provided by the relevant insurers as a result of such reduction or cancellation and (iii) if and to the extent that Genworth actually receives a premium refund or credit from the relevant insurers for the term of the coverage so reduced or cancelled as a direct result of such reduction or cancellation, Genworth shall only be obligated to credit or pay over to the Company Group the lesser of (A) the amount of any such credit or refund or (B) the amount last charged to the Company Group by Genworth for such coverage during such term.

(d) Notwithstanding subparagraph (b) above, with respect to any Pre-Trigger Date Event relating to Company Liabilities or the members of the Company Group that would be covered by Genworth's occurrence-based insurance policies, the members of the Company Group may directly access, make direct claims on, claim benefits directly from or under such policies, subject in each case to the terms and conditions of such occurrence-based policies and the requirements of subparagraph (f) below.

(e) Notwithstanding subparagraph (b) above, with respect to any Pre-Trigger Date Event relating to Company Liabilities or the members of the Company Group that would be covered by Genworth's claims made-based insurance policies, the members of the Company Group may directly access, make direct claims on, claim benefits directly from or under such policies, subject to the terms and conditions of such claims made-based insurance policies and the requirements of subparagraph (f) below.

(f) In connection with any pursuit by or on behalf of any member of the Company Group of insurance benefits or coverage permitted by this Section 7.5:

(i) the Company shall as promptly as reasonably practicable notify Genworth's Treasurer of all such claims and/or efforts to seek benefits or coverage and Genworth and the Company shall reasonably cooperate with one

another in pursuing all such claims; provided, that the Company shall be solely responsible for notifying the relevant insurance companies of such claims and complying with all conditions for such claims. In addition, the applicable member of the Company Group shall (A) pursue or (B) to the extent assignable and permitted under the applicable Genworth Insurance Arrangement, assign to Genworth or the applicable insurer, any rights of recovery against third parties with respect to Pre-Trigger Date Events for which a claim is made and shall cooperate with Genworth with respect to pursuit of such rights. The order of priority of any such recoveries shall inure first to Genworth to reimburse any and all costs incurred by Genworth directly or indirectly as a result of such claims or losses, second to pay or satisfy any applicable deductibles and retentions under the relevant Genworth Insurance Arrangements and third to the relevant member of the Company Group;

(ii) Genworth shall have the right but not the duty to monitor and/or provide input with respect to coverage claims or requests for benefits asserted by the members of the Company Group under the relevant Genworth Insurance Arrangements, including the coverage positions and arguments asserted therein, provided that the Company (A) shall be liable for any fees, costs and expenses incurred by Genworth relating to any unsuccessful coverage claim, (B) shall provide the notice contemplated in Section 7.5(f)(i), (C) shall not, without the written consent of Genworth, erode, settle, release, commute or otherwise resolve disputes with respect to the relevant Genworth Insurance Arrangements nor amend, modify or waive any rights thereunder, and (D) shall not assign any Genworth Insurance Arrangements or any rights or claims thereunder; and

(iii) the Company shall exclusively bear and be liable (and Genworth shall have no obligation to repay or reimburse the applicable member of the Company Group) for all deductibles and retentions and uninsured, uncovered, unavailable or uncollectible amounts relating to or associated with such claims, whether made by any member of the Company Group, its employees or third parties.

(g) Notwithstanding anything contained herein, Genworth shall retain exclusive right to control all of its insurance policies and programs, including the Genworth Insurance Arrangements referenced in subparagraphs (b) through (e) above, and the benefits and amounts payable thereunder, including the right to exhaust, settle, release, commute, buy-back or otherwise resolve disputes with respect to any of its insurance policies and programs and to amend, modify or waive any rights under any such insurance policies and programs, notwithstanding whether any such policies or programs apply to any Liabilities and/or claims that any member of the Company Group has made or could make in the future, including coverage claims with respect to Pre-Trigger Date Events. The Company Group shall cooperate with Genworth and share such information as is reasonably necessary in order to permit Genworth to manage and conduct its insurance matters as Genworth deems appropriate and that the Company, on behalf of itself and each member of the Company Group, hereby gives consent

for Genworth to, on or after the date of this Agreement, inform any affected insurer of this Agreement and to provide such insurer with a copy hereof.

(h) With respect to all open, closed and re-opened claims covered under Genworth's workers' compensation, international employers' liability insurance policies and/or comparable workers' compensation self-insurance, state or country programs relating to employees (whether present or former, active or inactive) of any member of the Company Group arising from occurrences prior to the Trigger Date, the Company shall promptly reimburse Genworth for all claim payments, costs and expenses relating to such claims, as well as any, catastrophic coverage charges, overhead, claim handling and administrative costs, taxes, surcharges, state assessments, other related costs, whether such claims are made by any member of the Company Group, its employees or third parties.

(i) This Agreement shall not be considered as an attempted assignment of any policy of insurance or as a contract of insurance, and nothing in this Agreement is intended to waive or abrogate in any way Genworth's or the Company's own rights to insurance coverage for any liability, whether relating to Genworth or any of its Affiliates or the Company Group or otherwise.

(j) Sections 7.5(b), (c), (d), (e) and (f) shall only be in effect for so long as the Shared Services Agreement is in effect.

7.6. Allocation of Costs and Expenses. Genworth shall pay the underwriting fees, discounts and commissions, and certain costs and expenses attributable to or associated with the Initial Public Offering, including Genworth's legal and financial advisors. Except for the foregoing or as otherwise expressly provided in this Agreement or any Transaction Document, costs and expenses associated with the Initial Public Offering directly incurred by the Company, including the Company's legal advisors, shall be paid by the Company.

7.7. Covenants Against Taking Certain Actions Affecting the Genworth Group. Except to the extent otherwise contemplated by this Agreement or any Transaction Document, the Company hereby covenants and agrees that it shall not, without the prior written consent of Genworth (which Genworth may withhold in its sole and absolute discretion) take, or cause to be taken, directly or indirectly, any action, including making or failing to make any election under the Law of any state, which has the effect, directly or indirectly, of restricting or limiting the ability of Genworth or any of its Affiliates to freely sell, transfer, assign, pledge or otherwise dispose of shares of Company Common Stock. Without limiting the generality of the foregoing, the Company shall not, without the prior written consent of Genworth (which it may withhold in its sole and absolute discretion), take any action, or recommend to its stockholders any action, which would among other things, limit the legal rights of, or deny any benefit to, Genworth or its Affiliates as a Company stockholder in a manner not applicable to Company stockholders generally.

7.8. Anti-Dilution. The Company hereby covenants and agrees that it shall not, without the prior written consent of Genworth (which Genworth may withhold in its sole and absolute discretion) take, or cause to be taken, directly or indirectly, any action, which has the

effect, directly or indirectly, of causing Genworth's beneficial ownership in the Company to fall below (a) 80.1% or, subsequently, (b) 50.1% of the Company Common Stock, as applicable.

7.9. No Violations.

(a) The Company covenants and agrees that it shall not, and shall cause its Subsidiaries not to, take any action or enter into any commitment or agreement which, to the Company's Knowledge, may reasonably be anticipated to result, with or without notice and with or without lapse of time or otherwise, in a contravention or event of default by any member of the Genworth Group of: (i) any provisions of applicable Law; (ii) any provision of the organizational documents of any member of the Genworth Group; or (iii) any judgment, order or decree of any Governmental Authority having jurisdiction over any member of the Genworth Group or any of its respective assets. For purposes of this Section 7.9(a), the "Company's Knowledge" means the actual knowledge, without inquiry, of the executive officers of the Company (as identified in the IPO Registration Statement); provided, that the Company shall be deemed to have knowledge of the provisions of the organizational documents of Genworth.

(b) Genworth covenants and agrees that it shall not, and shall cause its Subsidiaries not to take any action or enter into any commitment or agreement which, to Genworth's Knowledge, may reasonably be anticipated to result, with or without notice and with or without lapse of time or otherwise, in a contravention or event of default by any member of the Company Group of: (i) any provisions of applicable Law; (ii) any provision of the organizational documents of the Company; or (iii) any judgment, order or decree of any Governmental Authority having jurisdiction over the Company or any of its Assets. For purposes of this Section 7.9(b), "Genworth's Knowledge" means the actual knowledge, without inquiry, of the executive officers of Genworth.

(c) Genworth and the Company agree to provide to the other any information and documentation reasonably requested by the other for the purpose of evaluating and ensuring compliance with Sections 7.9(a) and Section 7.9(b) hereof.

(d) Notwithstanding Section 7.9(b), nothing in this Agreement is intended to limit or restrict in any way any of Genworth's rights as a stockholder of the Company.

7.10. Litigation and Settlement Cooperation. Genworth or the Company, as applicable (the "Settling Party") will, respectively, use its commercially reasonable efforts to include the Company and its Subsidiaries or Genworth and its Subsidiaries, as applicable (the "Non-Settling Party"), in the settlement of any Third-Party Claim arising prior to the Trigger Date which jointly involves a member of the Genworth Group and a member of the Company Group, but for which no member of the Genworth Group or the Company Group is an Indemnified Party (the "Joint Claims"); provided, however, that the Non-Settling Party shall be responsible for its share of any such settlement obligation and any incremental cost (as reasonably determined by Settling Party) to the Settling Party of including the Non-Settling Party in such settlement; provided, further, that the Non-Settling Party shall be permitted in good faith to opt out of any settlement if the Non-Settling Party agrees to be responsible for defending its share of such Joint Claim. After the date hereof, the Party that is primarily affected by a Joint Claim shall have the primary responsibility for defending such Joint Claim. The Parties agree to cooperate in the defense and

settlement of any Joint Claim that primarily relates to matters, actions, events or occurrences taking place prior to the Trigger Date. In addition, both Genworth and the Company will use their reasonable best efforts to make the necessary filings to permit each Party to defend its own interests in any Joint Claim as of the Trigger Date, or as soon as practicable thereafter.

7.11. Non-Compete.

(a) Except as permitted by this Section 7.11 for a period of one (1) year from the Trigger Date (the "Restricted Period"), none of Genworth or its Subsidiaries shall, directly or indirectly, engage in any business that directly or indirectly competes with the Company Business in the United States of America and its Territories (the "Company Covered Business"). This Section 7.11 shall cease to be applicable to any Person at such time as it is no longer a Subsidiary of Genworth and shall not apply to any Person that purchases assets, operations or a business from a member of the Genworth Group, if such Person is not a Subsidiary of Genworth after such transaction is consummated. This Section 7.11 does not apply to any Subsidiary of Genworth in which a Person who is not an Affiliate of Genworth holds equity interests and with respect to whom a member of the Genworth Group has existing contractual or legal obligations (including fiduciary duties of representatives on the board of directors or similar body of such Subsidiary) limiting Genworth's ability to impose on the subject Subsidiary a non-competition obligation such as that in this Section 7.11.

(b) Except as permitted by this Section 7.11, the Company Group shall not, at any time during the Restricted Period, directly or indirectly, engage in any business that directly or indirectly competes with the businesses of Genworth (other than the Company Business) in the United States of America and its Territories (the "Genworth Covered Business"). This Section 7.11 shall cease to be applicable to any Person at such time as it is no longer a Subsidiary of the Company and shall not apply to any Person that purchases assets, operations or a business from a member of the Company Group, if such Person is not a Subsidiary of the Company after such transaction is consummated. This Section 7.11 does not apply to any Subsidiary of the Company in which a Person who is not an Affiliate of the Company holds equity interests and with respect to whom a member of the Company Group has existing contractual or legal obligations (including fiduciary duties of representatives on the board of directors or similar body of such Subsidiary) limiting the Company's ability to impose on the subject Subsidiary a non-competition obligation such as that in this Section 7.11.

(c) Notwithstanding any other provisions of this Agreement, during the Restricted Period, if Genworth, the Company or its respective Group desires to enter into a strategic alliance, joint venture relationship or any other transaction with a third party where such strategic alliance, joint venture relationship or any other transaction with a third party conducts or is proposed to conduct a Company Covered Business or a Genworth Covered Business, as applicable, and in which such Group contributes $50 million or more of assets, Genworth or the Company, as applicable, may only proceed with such strategic alliance, joint venture or any other transaction with respect to the Company Covered Business or the Genworth Covered Business, as applicable, if such opportunity has been offered to the other Party and the other Party has (i) declined to accept such opportunity or (ii) the terms on which the other Party desires to

participate are less favorable in the aggregate to the other Party or its Group, as applicable, than those offered by a third party.

(d) Notwithstanding the provisions of Section 7.11(a), (b) or (c), and without implicitly agreeing that the following activities would be subject to the provisions of Section 7.11(a), (b) or (c), nothing in this Agreement shall preclude, prohibit or restrict any member of the Genworth Group or the Company Group from engaging in any manner in any (i) Existing Business Activities, (ii) De Minimis Business or (iii) business activity that would otherwise violate Section 7.11(a) or (b) that is acquired from any Person (an "After-Acquired Business") or is carried on by any Person that is acquired by or combined with a member of the Genworth Group or the Company Group in each case after the date of the Initial Public Offering (an "After-Acquired Company"); provided, that with respect to clause (iii), so long as within twenty-four (24) months after the purchase or other acquisition of the Acquired Business or the Acquired Company, such member of the Genworth Group or Company Group, as applicable, signs a definitive agreement to dispose, and subsequently disposes of the relevant portion of the business or securities of the Acquired Business or the Acquired Company or at the expiration of such twenty-four (24) month period the business of the After-Acquired Business or the After-Acquired Company complies with this Section 7.11.

7.12. Non-Solicit.

(a) Without the prior written consent of Genworth, the Company shall not at any time during the Restricted Period, directly or indirectly, either for itself or another Person, solicit to hire, employ, retain or contract for service, as a director, officer, employee, partner, consultant, independent contractor or otherwise, any individual who to the Company's Knowledge is then employed by Genworth at the level of salary band L-1, P-5 or M-3 or encourage any such individual to terminate his or her employment with Genworth, other than in publications of a general nature and not specifically directed at any employee or employees of Genworth, unless (i) Genworth has terminated the employment of such individual or (ii) at least six (6) months have elapsed since such individual has voluntarily terminated his or her employment with Genworth.

(b) Without the prior written consent of the Company, Genworth shall not, at any time during the Restricted Period, directly or indirectly, either for itself or another Person, solicit to hire, employ, retain or contract for service, as a director, officer, employee, partner, consultant, independent contractor or otherwise, any individual who to Genworth's Knowledge is then an executive officer of the Company or encourage any such individual to terminate his or her employment with the Company, other than in publications of a general nature and not specifically directed at any employee or employees of the Company, unless (i) the Company has terminated the employment of such individual or (ii) at least six (6) months have elapsed since such individual has voluntarily terminated his or her employment with the Company.

ARTICLE VIII

CORPORATE GOVERNANCE MATTERS

8.1. Approval Rights.

(a) Until the Trigger Date (or such other period as specified in clauses (iii) and (xv) below), the Company shall not (either directly or indirectly through a Subsidiary), take any of the following actions (including by merger, consolidation or otherwise) without the prior written approval of Genworth, except if and to the extent that such action is required by applicable Law:

(i) adopt any plan or proposal or take any action for a complete or partial liquidation, dissolution or winding up of the Company or any of its Subsidiaries or commence any case, proceeding or action seeking relief under any existing or future laws relating to bankruptcy, insolvency, conservatorship or relief of debtors;

(ii) buy back any of the Company Common Stock or reduce or reorganize the Company's capital or the capital of any of the Company's Subsidiaries;

(iii) effect (whether in a single transaction or series of related transactions) any acquisition of, or any interests or assets of, any company or business (whether by merger, consolidation, amalgamation, scheme of arrangement, purchase of assets, purchase of securities, or otherwise) involving consideration of $50 million or more (or book value of $100 million or more with respect to acquisitions effected through reinsurance that permanently transfers the economic risk on the reinsured business to the assuming reinsurer, but excluding reinsurance entered into in the ordinary course of the Company Group's business, such as excess of loss, quota share and insurance linked note transactions); provided, however, that the foregoing shall not apply to (A) any acquisition of a Wholly Owned Subsidiary by the Company or another Wholly Owned Subsidiary and (B) any acquisition in the ordinary course of the Company Group's business involving assets invested in the Company's consolidated general account and approved in accordance with the Company's established policies and procedures to monitor invested assets;

(iv) directly or indirectly sell, convey, transfer, lease, pledge, grant a Security Interest in, or otherwise dispose of any of their respective assets (including Stock and Stock Equivalents) or any interest therein to any Person, or permit or suffer any other Person to acquire any interest in any of their respective assets, in each case in a single transaction or series of related transactions involving consideration (whether in cash, securities, assets or otherwise, and including Indebtedness assumed by any other Person and Indebtedness of any entity acquired by such other Person) of $50 million or more (or book value of $100 million or more with respect to dispositions effected through reinsurance

that permanently transfers the economic risk on the reinsured business to the assuming reinsurer, but excluding reinsurance entered into in the ordinary course of the Company Group's business, such as excess of loss, quota share and insurance linked note transactions) paid to or received by the Company and/or its Subsidiaries; provided, however, that the foregoing shall not apply to (A) any disposition of a Wholly Owned Subsidiary to the Company or another Wholly Owned Subsidiary, (B) any disposition in the ordinary course of the Company Group's business involving assets invested in the Company's consolidated general account and approved in accordance with the Company's established policies and procedures to monitor invested assets, and (C) dispositions of receivables in the ordinary course of the Company Group's business not to exceed $50 million (at the time of such disposition);

(v) issue new debt or incur or enter into new borrowings or Indebtedness or guarantees in respect of any borrowings or Indebtedness, other than trade or similar debt incurred in the ordinary course of business;

(vi) increase or decrease the authorized capital stock of the Company, or the creation of any new class or series of capital stock of the Company;

(vii) issue, grant, acquire or settle (or establish the method of settlement for, whether in the form of shares of Company Common Stock, cash or other property or a combination thereof, and whether any shares of Company Common Stock issued in respect of such settlement shall be in the form of authorized but unissued shares or shares that shall have been or may be reacquired by the Company in the open market, in private transactions or otherwise) any Stock or any Stock Equivalents of the Company or any of its Subsidiaries, including any issuances or grants by the Company pursuant to any Genworth Stock Plan or any stock plan of the Company, including authorized stock plans and equity awards;

(viii) unless otherwise required to comply with applicable Law, alter, amend, terminate or repeal, or adopt any provision inconsistent with, in each case whether directly or indirectly, or by merger, consolidation or otherwise, the Company's Charter or the Company's Amended and Restated By-Laws;

(ix) adopt or implement any stockholder rights plan or similar takeover defense measure;

(x) declare or pay any dividend or other distribution in respect of Company Common Stock (whether payable in cash, shares of Company Common Stock or other property);

(xi) purchase, redeem or otherwise acquire or retire for value any shares of Company Common Stock or any warrants, options or other rights to acquire Company Common Stock other than (A) the repurchase of Company Common Stock deemed to occur upon exercise of stock options or stock appreciation rights to the extent that shares of Company Common Stock

represent a portion of the exercise price of the stock options or stock appreciation rights or are withheld by the Company to pay applicable withholding taxes and (B) the repurchase of Company Common Stock deemed to occur to the extent shares of Company Common Stock are withheld by the Company to pay applicable withholding taxes in connection with any grant or vesting of restricted stock, restricted stock units or similar equity-based awards;

(xii) until such time when Genworth beneficially owns less than twenty percent (20%) of the outstanding shares of Company Common Stock, change the size of the Company Board from eleven (11) directors;

(xiii) elect, appoint, hire, dismiss or remove the Company's Chief Executive Officer;

(xiv) establish an executive committee of the Company Board (or a committee having the powers customarily delegated to an executive committee);

(xv) establish any Operational Plan in accordance with Section 5.7(d);

(xvi) dismiss or effect a change in the current independent registered public accounting firm of the Company or engage an independent registered public accounting firm for the Company that is different from the independent registered public accounting firm for Genworth;

(xvii) so long as Genworth remains on its current general ledger solution and system, change the general ledger solution and system for the Company;

(xviii) so long as Genworth remains on its current business performance management software solution, change the business performance management software solution for the Company; and

(xix) authorize or enter into any agreement to do any of the foregoing.

(b) For the avoidance of doubt, (i) nothing in this Section 8.1 shall be construed in a manner inconsistent with Section 5.8(b)(ii) and (ii) Genworth shall have the right, in its sole discretion, to waive any and all of the rights granted to it under this Section 8.1, by delivery of written notice to the Company in accordance with Section 10.5.

(c) For so long as Genworth beneficially owns at least twenty percent (20%) of the Company's common stock, the Company will be required to consult with Genworth with respect to the foregoing matters; however, Genworth will no longer have consent rights with respect to such matters other than as described this Section 8.1.

8.2. Director Nomination Rights.

(a) Until the Trigger Date, Genworth shall have the right (but not the obligation) pursuant to this Agreement to designate for nomination to the Company Board six (6) individuals and the Company shall obtain any necessary approvals from the Company Board, the Nominating and Corporate Governance Committee of the Company Board or other duly

authorized committee of the Company Board and shall include in the slate of nominees recommended to stockholders of the Company (the "Stockholders") for election as a director at any annual or special meeting of the Stockholders (or, if permitted, by any action by written consent of the Stockholders) at which directors of the Company are to be elected, the up to six individuals identified in advance by Genworth.

(b) After the Trigger Date and at any time when Genworth shall beneficially own at least forty percent (40%) of the outstanding shares of Company Common Stock, Genworth shall have the right (but not the obligation) pursuant to this Agreement to designate for nomination to the Company Board five (5) individuals and the Company shall obtain any necessary approvals from the Company Board, the Nominating and Corporate Governance Committee of the Company Board or other duly authorized committee of the Company Board and shall include in the slate of nominees recommended to the Stockholders for election as a director at any annual or special meeting of the Stockholders (or, if permitted, by any action by written consent of the Stockholders) at which directors of the Company are to be elected, the up to five individuals identified in advance by Genworth.

(c) After the Trigger Date and at any time when Genworth shall beneficially own at least thirty percent (30%) but less than forty percent (40%) of the outstanding shares of Company Common Stock, Genworth shall have the right (but not the obligation) pursuant to this Agreement to designate for nomination to the Company Board four (4) individuals and the Company shall obtain any necessary approvals from the Company Board, the Nominating and Corporate Governance Committee of the Company Board or other duly authorized committee of the Company Board and shall include in the slate of nominees recommended to the Stockholders for election as a director at any annual or special meeting of the Stockholders (or, if permitted, by any action by written consent of the Stockholders) at which directors of the Company are to be elected, the up to four individuals identified in advance by Genworth.

(d) After the Trigger Date and at any time when Genworth shall beneficially own at least twenty percent (20%) but less than thirty percent (30%) of the outstanding shares of Company Common Stock, Genworth shall have the right (but not the obligation) pursuant to this Agreement to designate for nomination to the Company Board three (3) individuals and the Company shall obtain any necessary approvals from the Company Board, the Nominating and Corporate Governance Committee of the Company Board or other duly authorized committee of the Company Board and shall include in the slate of nominees recommended to the Stockholders for election as a director at any annual or special meeting of the Stockholders (or, if permitted, by any action by written consent of the Stockholders) at which directors of the Company are to be elected, the up to three individuals identified in advance by Genworth.

(e) After the Trigger Date and at any time when Genworth shall beneficially own at least ten percent (10%) but less than twenty percent (20%) of the outstanding shares of Company Common Stock, Genworth shall have the right (but not the obligation) pursuant to this Agreement to designate for nomination to the Company Board two (2) individuals and the Company shall obtain any necessary approvals from the Company Board, the Nominating and Corporate Governance Committee of the Company Board or other duly authorized committee of the Company Board and shall include in the slate of nominees recommended to the Stockholders

for election as a director at any annual or special meeting of the Stockholders (or, if permitted, by any action by written consent of the Stockholders) at which directors of the Company are to be elected, the two individuals identified in advance by Genworth (any such individuals identified pursuant to Sections 8.2(a), 8.2(b), 8.2(c), 8.2(d), 8.2(e), 8.2(f) or 8.2(g) hereof, the "Genworth Designees").

(f) At any time when Genworth shall beneficially own at least ten percent (10%) of the outstanding shares of Company Common Stock, Genworth shall have the right (but not the obligation) pursuant to this Agreement to designate one non-voting observer (the "Board Observer") to attend any meetings of the Company Board. The Board Observer shall be permitted to attend, strictly as an observer, meetings of the Company Board and all materials and reports to be provided to the Company Board shall be delivered to the Board Observer at the same time as such materials are provided to the Company Board. The Board Observer shall not have any voting rights with respect to any matters considered or determined by the Company Board or any committee thereof. Any action taken by the Company Board at any meeting will not be invalidated by the absence of the Board Observer at such a meeting.

(g) The Parties agree that it is in the best interests of the Company for the Company's Chief Executive Officer to be a director serving on the Company Board. For so long as this Agreement is in effect, the Parties agree to take all reasonable action and use its reasonable best efforts to obtain any necessary approvals from the Company Board, the Nominating and Corporate Governance Committee (or any other applicable duly authorized committee) of the Company Board to include in the slate of nominees recommended to the Stockholders for election as a director at any annual or special meeting of the Stockholders at which directors of the Company are to be elected (or, as applicable and if permitted, by any action by written consent of the Stockholders), the Company's Chief Executive Officer.

(h) If the size of the Company Board shall, with Genworth's prior written approval, be changed, Genworth shall have the right to designate a proportional number of additional persons for nomination to the Company Board (rounded up to the nearest whole number) and the Company shall obtain any necessary approvals from the Company Board, the Nominating and Corporate Governance Committee of the Company Board or other duly authorized committee of the Company Board and shall include in the slate of nominees recommended to the Stockholders for election as a director at any annual or special meeting of the Stockholders (or, if permitted, by any action by written consent of the Stockholders) at which directors of the Company are to be elected, the individuals identified in advance by Genworth.

(i) In the event that Genworth has nominated less than the total number of individuals that Genworth shall be entitled to nominate pursuant to these Sections 8.2(a), 8.2(b), 8.2(c), 8.2(d), 8.2(e) or 8.2(f), then Genworth shall have the right, at any time, to designate such additional individual(s) to which Genworth is entitled, in which case, the Company shall cause the Company Board to take all necessary corporate action to (1) increase the size of the Company Board as required to enable Genworth to so designate such additional individuals and (2) nominate such additional individuals identified by Genworth to fill such newly created vacancies.

(j) Vacancies arising through the death, resignation or removal of any Genworth Designee who was nominated to the Company Board pursuant to this Section 8.2, may be filled by the Company Board only with a Genworth Designee, and the director so chosen shall hold office until the next election and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

(k) Notwithstanding the provisions of this Section 8.2, Genworth shall not be entitled to designate a Person as a nominee to the Company Board upon a written determination by the Nominating and Corporate Governance Committee of the Company Board or equivalent duly authorized committee of the Company Board with nominating responsibility (which determination shall set forth in writing reasonable grounds for such determination) that such Person would not be qualified under any applicable Law, rule or regulation to serve as a director of the Company. In such an event, Genworth shall be entitled to select a Person as a replacement designee and the Company shall cause such Person to be nominated as the Genworth Designee at the same meeting (or, if permitted, pursuant to the same action by written consent of the Stockholders) as such initial Person was to be nominated. Other than with respect to the issue set forth in the first sentence of this Section 8.2(k), neither the Company nor any other party to this Agreement shall have the right to object to any Genworth Designee. Notwithstanding anything in this Agreement to the contrary, no Genworth Designee shall be required to qualify as an independent director under applicable rules or regulations of the SEC or the Nasdaq unless such rules require them to be independent for purposes of being able to serve on the Company Board or the applicable committees in accordance with the designation rights under this Agreement following the loss of "controlled company" status and expiration of the applicable transition periods.

(l) At any time when Genworth shall beneficially own at least ten percent (10%) of the outstanding shares of Company Common Stock, the Company shall notify Genworth in writing of the date on which proxy materials are expected to be mailed by the Company in connection with an election of directors at an annual or special meeting of the Stockholders (and the Company shall deliver such notice at least 60 days (or such shorter period to which Genworth consents, which consent need not be in writing) prior to such expected mailing date or such earlier date as may be specified by the Company reasonably in advance of such earlier delivery date on the basis that such earlier delivery is necessary so as to ensure that any Genworth Designee may be included in such proxy materials at the time such proxy materials are mailed). The Company shall provide Genworth with a reasonable opportunity to review and provide comments on any portion of the proxy materials relating to the Genworth Designees or the rights and obligations provided under this Agreement and to discuss any such comments with the Company. The Company will incorporate any such comments from Genworth. The Company shall notify Genworth of any opposition to a Genworth Designee in accordance with Section 8.2(k) sufficiently in advance of the date on which such proxy materials are to be mailed by the Company in connection with such election of directors so as to enable Genworth to propose a replacement Genworth Designee, if necessary, in accordance with the terms of this Agreement, and Genworth shall have 10 business days after such notification to identify such replacement Genworth Designee.

(m) In the event that Genworth ceases to have the requisite nomination rights pursuant to Section 8.2, Genworth shall use its reasonable best efforts to cause the applicable Genworth Designees to resign as promptly as practicable thereafter.

(n) Except as required by applicable Law or the corporate governance listing standards of the Nasdaq and subject to Section 8.1(a)(xiii) and Section 8.2(h), the Company shall not, without the prior written consent of Genworth, take any action to increase the number of directors on the Company Board.

(o) Until the Trigger Date, the Company shall avail itself of certain "controlled company" exceptions to the corporate governance listing standards of the Nasdaq in connection with the independent directors on the Nominating and Corporate Governance Committee and the Compensation Committee.

(p) So long as this Agreement shall remain in effect, subject to applicable legal requirements, the Company's Charter and the Company's Amended and Restated By-Laws shall accommodate and be subject to and not in any respect conflict with the rights and obligations set forth herein.

(q) For the avoidance of doubt, Genworth shall have the right, in its sole discretion, to waive any and all of the rights granted to it under this Section 8.2, by delivery of written notice to the Company in accordance with Section 10.5.

8.3. Committees of the Company Board.

(a) Until the Trigger Date, Genworth shall have the right (but not the obligation) pursuant to this Agreement to designate at least two (2) Genworth Designees who are directors on the Company Board to serve on the Compensation Committee.

(b) Until the first date on which Genworth ceases to beneficially own more than thirty percent (30%) of the outstanding Company Common Stock, (i) the Company shall cause the Audit Committee, Compensation Committee, Independent Capital Committee, Nominating and Corporate Governance Committee and Risk Committee to each consist of three (3) directors and (ii) Genworth shall have the right (but not the obligation) pursuant to this Agreement to designate at least one (1) Genworth Designee who is a director on the Company Board to serve on each committee of the Company Board, other than the Independent Capital Committee.

(c) The Genworth Designee on the Audit Committee must be an independent director who meets all Nasdaq and SEC requirements to serve on the Audit Committee. If the Company is no longer a "controlled company" under the rules and regulations of the Nasdaq, the Genworth Designee on the Compensation Committee and the Nominating and Corporate Governance Committee must be an independent director who meets all Nasdaq requirements to serve on the Compensation Committee and the Nominating and Corporate Governance Committee.

(d) If the size of any committee of the Company Board shall, with Genworth's prior written approval, be changed, Genworth shall have the right to designate a proportional

number of additional Genworth Designees to serve on such committee (rounded up to the nearest whole number) and the Company shall obtain any necessary approvals from the Company Board or other duly authorized committee of the Company Board.

8.4. Meetings of the Company Board. Regular and special meetings of the Board of Directors shall be held in accordance with the provisions of the Amended and Restated By-Laws.

8.5. Compliance with Organizational Documents. The Company shall, and shall cause each of its Subsidiaries to, take any and all actions necessary to ensure continued compliance by the Company and its Subsidiaries with the provisions of its respective certificate or articles of incorporation and by-laws (collectively, "organizational documents"). The Company shall notify Genworth in writing promptly after becoming aware of any act or activity taken or proposed to be taken by the Company or any of its Subsidiaries which resulted or would result in non-compliance with any such organizational documents, and so long as Genworth or any member of the Group owns any shares of Company Common Stock, the Company shall take or refrain from taking all such actions as Genworth shall in its sole discretion determine necessary or desirable to prevent or remedy any such non-compliance.

ARTICLE IX

DISPUTE RESOLUTION

9.1. General Provisions.

(a) Except with respect to the fair market value of the Mexican Subsidiaries, which shall be determined solely in accordance with Section 7.4, any dispute, controversy or claim arising out of or relating to this Agreement or the Transaction Documents (except to the extent explicitly excluded therein) or the validity, interpretation, breach or termination thereof and any question of the arbitral tribunal's jurisdiction or the existence, scope or validity of this arbitration agreement or the arbitrability of any claim (a "Dispute"), shall be resolved in accordance with the procedures set forth in this Article IX, which shall be the sole and exclusive procedures for the resolution of any such Dispute.

(b) Commencing with a request contemplated by Section 9.2 set forth below, all communications between the Parties or their representatives in connection with the Parties' negotiations under Section 9.2 or Section 9.3 (including any communications with or statements by the mediator pursuant to Section 9.3 below), shall be deemed to have been delivered in furtherance of settlement negotiations (without regard for any labelling or lack of labelling of such communications), shall be exempt from discovery and production, and shall not be admissible in evidence for any reason (whether as an admission or otherwise), in any arbitral or other proceeding for the resolution of the Dispute, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(c) The Parties expressly waive and forego any right to (i) special, indirect, incidental, punitive, consequential, exemplary, statutorily-enhanced or similar damages in excess of compensatory damages (provided that liability for any such damages with respect to a Third-Party Claim shall be considered direct damages) and (ii) trial by jury.

(d) The specific procedures set forth below, including but not limited to the time limits referenced therein, may be modified by agreement of the Parties in writing.

(e) To the fullest extent permitted by law, all applicable statutes of limitations and defenses based upon the passage of time with respect to any Dispute shall be tolled while the procedures specified in this Article IX are pending with respect to such Dispute. The Parties will take such action, if any, required to effectuate such tolling.

9.2. Consideration by Senior Executives. If a Dispute is not resolved in the normal course of business at the operational level, the Parties shall attempt in good faith to resolve such Dispute by negotiation between the senior-most executives of each Party or their respective senior-level designees. Either Party may initiate the executive negotiation process by providing a written notice of such Dispute to the other (the "Initial Notice"). Within fifteen (15) days after delivery of the Initial Notice, the receiving Party shall submit to the other a written response (the "Response"). The Initial Notice and the Response shall include (i) a statement of the Dispute and of each Party's position, and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Such executives shall meet in person, by telephone or by videoconference within ten (10) Business Days of the date of the Response to seek a resolution of the Dispute.

9.3. Mediation. If a Dispute is not resolved in writing by negotiation as provided in Section 9.2 within thirty (30) days from the date of the Response, such Dispute shall be submitted, at the written request of either Party, to mediation pursuant to the Mediation Procedures of the International Institute for Conflict Prevention and Resolution ("CPR") then in effect, except as modified herein. The Parties shall jointly select a mediator from the CPR Panels of Distinguished Neutrals. If the Parties are unable to select a mutually agreeable mediator within twenty (20) days following the submission of the Dispute to the CPR, the CPR shall select the mediator from the CPR Panels of Distinguished Neutrals.

9.4. Arbitration.

(a) If a Dispute is not resolved in writing by mediation as provided in Section 9.3 within thirty (30) days of the selection of a mediator, such Dispute shall be submitted, at the request of either Party, to final and binding arbitration pursuant to the CPR Rules for Administered Arbitration then in effect, except as modified herein (the "CPR Arbitration Rules"). The Parties consent to a single, consolidated arbitration for all known Disputes existing at the time of the arbitration and for which arbitration is permitted.

(b) The arbitral tribunal shall be composed of three (3) arbitrators. In accordance with the CPR Arbitration Rules, the Party commencing the arbitration shall designate an arbitrator in the notice of arbitration and the other Party shall designate an arbitrator in its notice of defense. The two arbitrators so designated shall nominate a third arbitrator, who shall serve as chair of the arbitral tribunal, within thirty (30) days of the confirmation by the CPR of the appointment of the second arbitrator. On the request of any Party, any arbitrator not timely nominated shall be appointed by the CPR in accordance with the CPR Arbitration Rules. Unless the Parties agree otherwise, the chair of the arbitral tribunal shall be either (i) a former chancellor or vice chancellor of the Delaware Court of Chancery or (ii) a member of the Delaware bar with

at least 10 years of experience in Court of Chancery matters. The seat of the arbitration shall be New York, New York. The arbitration and this arbitration agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

(c) The Parties agree that judgment on any award or order resulting from an arbitration conducted under this Section 9.4 may be entered and enforced in any court having jurisdiction over any Party or any of its assets.

(d) Except as expressly permitted by this Agreement, no Party will commence or voluntarily participate in any court action or proceeding concerning a Dispute, except (i) for enforcement as contemplated by Section 9.4(c) above; (ii) to challenge or vacate an award issued by the arbitral tribunal; or (iii) for interim relief as provided in Section 9.4(f) below.

(e) Each Party acknowledges that in the event of any actual or threatened breach of the provisions of (i) Section 7.2, Section 7.11, or Article VIII, (ii) the Intellectual Property Cross License Agreement, (iii) the Trademark License Agreement or (iv) the Registration Rights Agreement, the remedy at law would not be adequate, and therefore injunctive or other interim relief may be sought immediately to restrain such breach.

(f) Until the arbitral tribunal has been constituted, either Party may seek interim relief in aid of arbitration, to preserve the *status quo*, or for the purposes set out in Section 9.4(d), above, from any court having jurisdiction over any Party or any of its assets. Without prejudice to such interim remedies that may be granted by a court, the arbitral tribunal shall have full authority to grant interim remedies, to order a Party to request that a court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any Party to respect the arbitral tribunal's orders to that effect.

(g) The Parties consent and submit to the non-exclusive jurisdiction of any federal court located in the State of New York or, where such court does not have jurisdiction, any New York state court, in either case located in New York County, New York ("New York Court") for the enforcement of any arbitral award rendered hereunder, to compel arbitration or for interim relief. In any such action: each Party irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any New York Court.

(h) Each Party will bear its own attorneys' fees and costs incurred in connection with the resolution of any Dispute in accordance with this Article IX.

ARTICLE X

MISCELLANEOUS

10.1. Corporate Power; Fiduciary Duty.

(a) Genworth represents on behalf of itself, and the Company represents on behalf of itself, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and each other Transaction Document to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement and each Transaction Document to which it is a party has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

(b) Notwithstanding any provision of this Agreement or any Transaction Document, neither Genworth nor the Company shall be required to take or omit to take any act that would violate its fiduciary duties to any minority stockholders of the Company or any non-wholly owned Subsidiary of Genworth or the Company, as the case may be (it being understood that directors' qualifying shares or similar interests will be disregarded for purposes of determining whether a Subsidiary is wholly owned).

10.2. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware (without giving effect to any provision thereof relating to conflicts of laws principles that would apply the laws of another jurisdiction).

10.3. Survival of Covenants. Except as expressly set forth in any Transaction Document, the covenants and other agreements contained in this Agreement and each Transaction Document, and liability for the breach of any obligations contained herein or therein, shall survive each of the IPO Transactions and the Initial Public Offering and shall remain in full force and effect.

10.4. Force Majeure. No Party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement or, unless otherwise expressly provided therein, any Transaction Document, so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (i) notify the other Parties of the nature and extent of any such Force Majeure condition and (ii) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

10.5. Notices. All notices, requests, claims, demands and other communications under this Agreement and, to the extent applicable and unless otherwise provided therein, under each of the Transaction Documents shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email with receipt confirmed or by registered or certified mail (postage prepaid,

return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.5):

If to Genworth, to:	Genworth Financial, Inc. 6620 West Broad Street Richmond, Virginia 23230 Attention: General Counsel Email: GNWGeneralCounsel@genworth.com
If to the Company, to:	Genworth Mortgage Holdings, Inc. 8325 Six Forks Road Raleigh, North Carolina 27615 Attention: General Counsel Email: USMIGeneralCounsel@genworth.com

10.6. Severability. If any term or other provision (or part thereof) of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions (or part thereof) of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision (or part thereof) is invalid, illegal or incapable of being enforced, the Parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

10.7. Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties hereto with respect to the subject matter of this Agreement.

10.8. Assignment; No Third-Party Beneficiaries. This Agreement shall not be assigned by any Party hereto without the prior written consent of the other Party hereto. Except as provided in Article VI with respect to Indemnified Parties, this Agreement is for the sole benefit of the Parties to this Agreement and the members of their respective Group and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.9. Public Announcements. Genworth and the Company shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement and the Transaction Documents, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system.

10.10. Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by all the Parties to such agreement. Either Party may, in its sole discretion, waive any and all rights granted to it in this Agreement; provided, that no waiver by any Party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

10.11. Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) references to the terms Article, Section, and paragraph are references to the Articles, Sections, and paragraphs to this Agreement unless otherwise specified, (c) the word "including" and words of similar import shall mean "including, without limitation," (d) provisions shall apply, when appropriate, to successive events and transactions, (e) the table of contents and headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement, (f) any reference to any Law, rule or regulation herein shall, unless otherwise specified, refer to such Law, rule or regulation as amended, modified or supplemented from time to time, (g) any reference to any contract, agreement or organizational document is to the contract, agreement or organizational document as amended, modified, supplemented or replaced from time to time, unless otherwise stated, (h) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted and (i) for purposes of this Agreement, the rights of Genworth or any member of the Genworth Group that are subject to Genworth's ownership of a certain percentage of outstanding Company Common Stock or the Consolidation Threshold shall terminate on the first date that the Genworth Group ceases to satisfy the applicable threshold unless such cessation results from the Company's breach of a covenant under this Agreement, in which case the rights of Genworth and any member of the Genworth Group shall remain in full force and effect to the extent permissible under applicable Law and if not permissible the Company shall immediately take the required action, including through an increase in Genworth's ownership percentage of outstanding Company Common Stock at no cost to Genworth or any member of the Genworth Group, to restore such rights.

10.12. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail shall be as effective as delivery of a manually executed counterpart of any such Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENWORTH FINANCIAL, INC.

By: _____

Name:

Title:

GENWORTH MORTGAGE HOLDINGS, INC.

By: _____

Name:

Title:

[*Signature Page to Master Agreement*]

Genworth Financial, Inc. and Subsidiaries Amended and Restated Tax Allocation Agreement

This Amended and Restated Tax Allocation Agreement (the "Agreement"), dated as of this day of , 2021, is by and among Genworth Financial, Inc., a Delaware company ("Parent" or "Genworth") and all of its direct and indirect Subsidiaries (referred to in **Exhibit A**). Genworth and its present and future Subsidiaries shall be collectively referred to herein as the "Genworth Companies"

WHEREAS, the Genworth Companies are members of an affiliated group of taxpayers as defined in section 1504(a) of the Internal Revenue Code of 1986, as amended, and are eligible to file a consolidated U.S. federal income tax return of which Genworth is the common parent;

WHEREAS, the Genworth Companies have determined that it is in their best interests to elect to file consolidated federal income tax returns and combined and consolidated state income tax returns and to enter into this Agreement for purposes of allocating the consolidated federal and state income tax liabilities between the Genworth Companies;

WHEREAS, to the extent that insurance companies incorporated in the State of New York will become members of the Consolidated Group (collectively, the "New York Companies" or separately a "New York Company"), each will be subject to the Guidelines for Tax Allocation Agreements contained in the New York Insurance Department Circular letter 1979-33;

WHEREAS, the Genworth Companies are parties to a Tax Allocation Agreement dated May 24, 2004, among Parent and its subsidiaries which has been periodically amended and restated (the "2004 Tax Allocation Agreement"), with the First and Second Amendments thereto having an effective date of January 1, 2010, and the Third Amendment having an effective date of April 1, 2010;

WHEREAS, in order to simplify the administration of the 2004 Tax Allocation Agreement without altering its substantive terms, the Genworth Companies have agreed to restate the 2004 Tax Allocation Agreement in the form of this Agreement;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Benefited Member" means a Member whose allocated amount of the Consolidated Federal Income Tax Liability is less than the Separate Federal Income Tax Liability of such Member

"Code" means the Internal Revenue Code of 1986, as amended, or any successor thereto, as in effect with respect to the taxable period in question.

"Consolidated Federal Income Tax Liability" means the federal income tax liability for the Consolidated Group determined under Treasury Regulation § 1.1502-2.

"Consolidated Group" means the affiliated group of corporations (within the meaning of Section 1504 of the Code) of which Genworth is the common parent (and any successor group)(or a member of a group of companies filing on a consolidated or unitary basis for state tax purposes, as the context requires).

“Excess Deemed Utilized Losses” means Losses for which a Member has received tax benefits under a Special Tax Allocation Agreement or amendment to the 2004 Tax Allocation Agreement, in excess of the tax benefits which such Member would have received by applying the general tax allocation principles of this Agreement or the 2004 Tax Allocation Agreement, excluding amendments thereto.

“Life/NonLife Consolidated Federal Income Tax Return” means a consolidated federal income tax return which includes a proper election under section 1502(c)(2) of the Code.

“Loss Member” means a Member which has losses.

“Losses” means foreign tax credits, investment tax credits, losses, loss carryovers, or other tax attributes available to reduce the Consolidated Federal Income Tax Liability.

“Member” has the meaning assigned in Treasury Regulation § 1.1502-1.

“Separate Federal Income Tax Liability” means the federal income tax liability computed as if the Member filed a separate federal income tax return.

“Special Tax Allocation Agreement” means any agreement, whether executed by a separate agreement, or amendment to the 2004 Tax Allocation Agreement or this Agreement, entered into by a specific Member or Members and Parent for the purpose of allocating taxes for such Member or Members in a manner inconsistent with the manner prescribed by the 2004 Tax Allocation Agreement, excluding amendments, or this Agreement.

“State Combined or Consolidated Income Tax Return” means a single state or local Income Tax Return filed for (i) one or more of Genworth and its Subsidiaries as well as (ii) one or more Genworth Companies.

“Subsidiary” has the meaning assigned in Treasury Regulation § 1.1502-1.

“Tax” or “Taxes” means any and all forms of taxation, whenever created or imposed by a Taxing Authority, and, without limiting the generality of the foregoing, shall include net income, alternative or add-on minimum, estimated, gross income, sales, use, ad valorem, gross receipts, value added, franchise, profits, license, transfer, recording, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profit, custom duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any related interest, penalties or other additions to tax, or additional amounts imposed by any such Taxing Authority.

“Taxing Authority” means a national, foreign, municipal, state, federal or other governmental authority responsible for the administration of any Tax.

“Tax Contest” means any audit, administrative or judicial proceeding, appeal, or similar administrative or judicial action with respect to Taxes, Tax refunds, or Tax Returns.

“Tax Return” means any return, filing, questionnaire or other document, including requests for extensions of time, filings made with estimated Tax payments, claims for refund and amended returns, that may be filed for any taxable period with any Taxing Authority in connection with any Tax (whether or not a payment is required to be made with respect to such filing) or any information reporting requirement.

ARTICLE II

PREPARATION AND FILING OF TAX RETURNS

Section 2.01. Consolidated Group Federal Income Tax Returns

Genworth shall timely prepare and file (or cause to be timely prepared and filed) all federal income Tax Returns for the Consolidated Group. The Subsidiaries shall provide to Genworth all financial data and any other information and documentation reasonably requested by Genworth in connection with the filing of any such federal income Tax Returns. Genworth shall have the authority to make any tax elections it deems necessary or appropriate in its sole discretion.

Section 2.02. State Combined or Consolidated Income Tax Returns

Genworth shall timely prepare (or cause to be timely prepared) all State Combined or Consolidated Income Tax Returns. The Subsidiaries shall provide to Genworth all financial data and any other information and documentation reasonably requested by Genworth in connection with the preparation of any such State Combined or Consolidated Income Tax Return. Genworth shall have the authority to make any tax elections it deems necessary or appropriate in its sole discretion.

Section 2.03. Other Tax Returns

The Subsidiaries shall timely prepare and file, or cause to be timely prepared and filed, all appropriate Tax Returns relating to all Taxes attributable to the Subsidiaries' business other than those described in sections 2.01 and 2.02 herein.

ARTICLE III

ALLOCATION AND PAYMENT OF CONSOLIDATED FEDERAL INCOME TAXES

Section 3.01. Payment of Consolidated Federal Income Tax

Genworth shall be responsible for all payments of federal income tax due with respect to the Consolidated Group.

Section 3.02. Allocation of Consolidated Federal Income Tax Liability

The Genworth Companies shall allocate the federal income tax liability of the Consolidated Group to each Member by multiplying the Consolidated Federal Income Tax Liability times a fraction, the numerator of which is the Member's Separate Federal Income Tax Liability and the denominator of which is the sum of the Separate Federal Income Tax Liabilities of the Genworth Companies. The amount of the Consolidated Federal Income Tax Liability allocated to each Member shall not exceed the Separate Federal Income Tax Liability of such Member; provided, however, that for purposes of computing the Separate Federal Income Tax Liability of a Member, any income, deduction, or loss recognized by such Member in an intercompany transaction with another Member shall be taken into account as provided in Treasury Regulation § 1.1502-13.

Section 3.03. Use of Tax Attributes

In the event that there is a Benefited Member and a corresponding Loss Member:

i. If Parent is the Benefited Member, Parent shall pay to the Loss Member

ii. If Parent is the Loss Member, the Benefited Member shall pay to Parent

iii. If Parent is neither the Benefited Member nor the Loss Member, the Benefited Member shall pay to Parent and Parent shall pay to the Loss Member an amount equal to the excess of the Benefited Member's Separate Federal Income Tax Liability over its allocation of the Consolidated Federal Income Tax Liability to the extent such tax benefit is attributable to losses of the Loss Member actually used to reduce Consolidated Federal Income Tax Liability taking into account the principles of Treasury Regulation §§ 1.1502-2, 1.1502-3, 1.1502-4, 1.1502-11, 1.1502-21.

Any of the Loss Member's Losses which are not used to reduce Consolidated Federal Income Tax Liability and for which it has not been paid shall be retained by the Loss Member for possible future use in computing its Separate Federal Income Tax Liability.

Section 3.04. Prevention of Double Tax Benefit

In order to prevent a double benefit to a Member for utilization of any Losses, if a Member ceases to be a Member of the Consolidated Group, and Member has been paid for Excess Deemed Utilized Losses, Member shall pay to Parent the balance of any Excess Deemed Utilized Losses as of the date that the Member ceases to be a Member of the Consolidated Group, and payment shall be made within ninety (90) days of such date.

Section 3.05. Manner of Computation

For purposes of Sections 3.02, 3.03, and 3.04 all computations of federal income tax shall be made in accordance with the Code and the regulations thereunder including, where relevant, Treasury Regulation § 1.1502-47.

Section 3.06. New York Companies

All Payments to a New York Company as a Loss Member shall be recorded on such New York Company's books as contributed surplus. Once a Loss Member is paid for the utilization of its Losses, the Loss Member cannot use such Losses in the calculation of its Separate Federal Income Tax Liability. As required by New York Insurance Department Circular Letter 1979-33, if the amount paid by a New York Company to Parent pursuant to this paragraph is greater than the amount of the New York Company's share of the Consolidated Federal Income Tax Liability, then cash or securities having a fair market value equal to such excess shall be placed in escrow by Parent in order to help assure such New York Company's enforceable right to recover its payment for utilization of Losses of another Member in the event that such New York Company generates future Losses which may be carried back to the year with respect to which such payment was made. The assets held in escrow shall be assets eligible as an investment for the New York Companies. Escrow assets may be released to Parent (and shall in appropriate cases be paid by Parent to the appropriate Member) from an escrow account at such time as the permissible period for the carryback of Losses has elapsed. The escrow established pursuant to this paragraph will be created pursuant to an agreement substantially in the form of **Exhibit B**.

Section 3.07. Intercompany Settlements

All payments of Consolidated Federal Income Tax Liability determined under Sections 3.02, 3.03, and 3.04 shall be made within ninety (90) days of the payment of the applicable estimated or actual consolidated federal income tax, except where a refund is due Parent, in which case, it may defer payment to a Member to within ninety (90) days of receipt of such refund. All payments shall be made in cash or in securities eligible as investments for the New York Companies, valued at market value.

Section 3.08. Tax Proceedings

In the case of any Tax Contest with respect to any federal or state income Tax Return of the Consolidated Group (or corresponding group of corporations for state tax purposes), Genworth shall have the sole responsibility and right to control the prosecution of such Tax Contest, including the exclusive right to communicate with agents of the applicable Taxing Authority and to control, resolve, settle, or agree to any deficiency, claim, or adjustment proposed, asserted, or assessed in connection with or as a result of such Tax Contest. The Subsidiaries shall provide to Genworth any information, documentation and assistance reasonably requested by Genworth in connection with the preparation for and prosecution of any such Tax Contest by any Taxing Authority.

Section 3.09. Change in Consolidated Federal Income Tax Liability

If taxable income, special deductions or credits reported in a consolidated federal income tax return of the Consolidated Group is changed or otherwise adjusted, including without limitation by the filing of an amended tax return, a carryback claim, or by the Internal Revenue Service or other appropriate authority, a recalculation of the tax liability for all parties to this Agreement shall be made.

Section 3.10. Reports

Written reports shall be prepared by Parent reflecting the allocations of Consolidated Federal Income Tax Liability made pursuant to Sections 3.02, 3.03, and 3.04 for each taxable year of the Consolidated Group. Such reports shall be prepared and made available to Members within ninety (90) days after the filing of the applicable consolidated federal income tax return. Written reports shall also be prepared by Parent reflecting any adjustment to prior reports, including adjustments arising as a consequence of the filing of amended tax returns or audits by the Internal Revenue Service or other appropriate authority. Such reports will be prepared and made available to each Member promptly following the calculation of such adjustments, and any payments required pursuant to such reports shall be made within ninety (90) days of receipt of such reports. For purposes of making quarterly estimated tax payments of federal income taxes, Parent is authorized to prepare and make available to each of the Members written reports estimating each of such Member's share of estimated tax payments under Section 6655 of the Code determined in accordance with the principles of Sections 3.02, 3.03, and 3.04.

Section 3.11. Modification

The parties may not amend this Agreement to provide for any other method of allocation without prior approval by the Insurance Department of any state in which a Member is domiciled.

ARTICLE IV

ALLOCATION AND PAYMENT OF

COMBINED/CONSOLIDATED STATE AND LOCAL TAXES

Section 4.01. Allocation and Payment of Combined/Consolidated State and Local Income Taxes

With respect to any State Combined or Consolidated Income Tax Return, the method of allocation, timing and form of payment, shall be determined in a manner consistent with the methodology for Consolidated Federal Income Tax outlined in Article III of this Agreement.

ARTICLE V

MISCELLANEOUS

Section 5.01. Effective Date

This Agreement applies to all matters related to any Tax Returns filed, Taxes paid, adjustments made in respect of any Tax, and any other matters involving Taxes for taxable years beginning on or after January 1, 2021.

Section 5.02. Complete Agreement

This Agreement, together with the Special Tax Allocation Agreements constitutes the entire agreement of the parties concerning the subject matter hereof. Any other agreements, whether or not written, in respect of any Tax between or among the Genworth Companies shall be terminated and have no further effect. This Agreement may not be amended except by an agreement in writing signed by the parties hereto.

Section 5.03. Termination

This agreement shall remain in effect until terminated by any party hereto upon giving sixty (60) days advance written notice, until a Member departs from the Consolidated Group,or until the Consolidated Group fails to file a consolidated federal income tax return for any taxable year. Termination upon notice or departure from the Consolidated Group will be effective only with respect to the terminating party or departing party. Upon termination of the Agreement in the whole, its provisions will remain in effect with respect to any period of time prior to and during the taxable year in which termination occurs, for which the income of the terminating party was properly included in the Consolidated Group's consolidated federal income tax return or applicable state tax return. Without limitation of the foregoing, upon termination of the Agreement with respect to a particular party, its provisions will remain in effect with respect to any period of time prior to and during the taxable year in which termination with respect to such party occurs , and for which income of the terminating party was properly included in the Consolidated Group's consolidated federal income tax return, or corresponding state tax return

Section 5.04. Governing Law

This agreement shall be governed by and construed and enforced in accordance with the internal laws of the state of New York applicable to a contract made and to be performed in that state, without regard to principles of conflict of laws.

Section 5.05. Disputes

Any dispute between or among any of the parties hereto concerning the implication of this Agreement which cannot be resolved shall be referred to arbitration in accordance with the then existing rules of the American Arbitration Association.

Section 5.06. Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

Section 5.07. Additional Parties

With the consent of the Parent, any additional corporations that become members of the Consolidated Group after the date of execution hereof may become a party to this Agreement by executing an Adoption Agreement either in the form attached hereto as **Exhibit C**.

Section 5.08. Assignment

Except as provided in Section 5.07 this Agreement and any rights pursuant hereto shall not be assignable by any party hereto, without the prior written consent of the other parties. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, or their respective legal successors, any rights, remedies, obligations or liabilities that would otherwise be applicable. The representations, warranties, covenants and agreements contained in this Agreement shall be binding upon, extend to an inure to the benefit of the parties hereto, their, and each of their, successors and assigns respectively.

Section 5.09. Regulatory Approval

The effectiveness of any amendment to or assignment of the Agreement is conditioned upon completion of the filing of a Form D, Prior Notice of a Transaction, (or the equivalent) with the requisite state insurance commissioners, and such filing being deemed sufficient and the transaction not disapproved by said commissioners.

Section 5.10. Section Headings

Section headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

Section 5.11. Records and Documentation

Notwithstanding the termination of this Agreement, all material including, but not limited to, separate returns, supporting schedules, workpapers, correspondence and other documents relating to a Member's inclusion in the consolidated federal income tax return of the Consolidated Group for a year governed by this Agreement, shall be made available to such Member during Parent's regular business hours. Additionally, all books and records in the possession of any Member developed or maintained under or related to this Agreement shall be available for review, inspection and audit by the insurance regulatory authorities having regulatory jurisdiction over the Participating Companies, including but not limited to the North Carolina Department of Insurance, the Virginia Bureau of Insurance, the New York Department of Financial Services, and the Delaware Department of Insurance.

Section 5.12. Notice

All notices, statements or requests provided for hereunder shall be deemed to have been duly given when delivered by hand to an officer of the other party, or when deposited with the U.S. Postal Service, as first class certified or registered mail, postage prepaid, overnight courier service, telex or telecopier, addressed to 6620 West Broad Street, Richmond, VA 23230 for the entities identified as "Virginia Headquartered Companies" in **Exhibit A**, and to 8325 Six Forks Rd, Raleigh, NC 27615 for the entities identified as "North Carolina Headquartered Companies" in **Exhibit A**.

Section 5.13. Reimbursement

Provided that a Member which is not in default for any amounts due and owing under this Agreement, if such Member is assessed by the IRS for the federal income tax obligations of any other

Member pursuant to Treas. Reg. 1.1502-6 then Parent shall reimburse such Member for any payments that it makes on behalf of any other Member at the direction of the IRS, but only to the extent such payments exceed such Member's liability to Parent under this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

GENWORTH FINANICIAL, INC

By: _____

Name: Ward Bobitz

Title: Executive Vice President and General Counsel

ASSIGNED SETTLEMENT, INC.

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

CAPITAL BROKERAGE CORPORATION

By: _____

Name: Craig Pichette

Title: Vice President

GENWORTH ANNUITY SERVICE CORPORATION

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH FINANCIAL AGENCY, INC.

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH FINANCIAL ASSURANCE CORPORATION

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH FINANCIAL SERVICES, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH HOLDINGS, INC.

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH INSURANCE COMPANY

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH LIFE INSURANCE COMPANY

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH LIFE INSURANCE COMPANY OF NEW YORK

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH MORTGAGE HOLDINGS, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH MORTGAGE HOLDINGS, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH MORTGAGE INSURANCE CORPORATION

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH MORTGAGE INSURANCE CORPORATION OF NORTH CAROLINA

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH MORTGAGE REINSURANCE CORPORATION

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH NORTH AMERICA CORPORATION

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

HGI ANNUITY SERVICE CORP.

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

JAMESTOWN LIFE INSURANCE COMPANY

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

MAYFLOWER ASSIGNMENT CORPORATION

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

MONUMENT LANE PCC, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

MONUMENT LANE IC1, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

MONUMENT LANE IC2, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

NATIONAL ELDERCARE REFERRAL SYSTMES, LLC

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

NEWCO PROPERTIES, INC.

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

RIVERLAKE INSURANCE COMPANY VI

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

RIVERLAKE INSURANCE COMPANY VII

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

RIVER LAKE INSURANCE COMPANY VIII

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

RIVER LAKE INSURANCE COMPANY X

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

SPONSORED CAPTIVE RE, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

UNITED PACIFIC STRUCTURES SETTLEMENT COMPANY

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

Exhibit A

List of Subsidiaries as of the date of this Agreement

Virginia Headquartered Companies:

- Assigned Settlement, Inc. (“Assigned”), a Virginia company
- Capital Brokerage Corporation (“CBC”), a Washington company
- Genworth Annuity Service Corporation (“GASC”), a Delaware company
- Genworth Financial Agency, Inc. (“GFA”), a Virginia Company
- Genworth Holdings, Inc. (“GHI”), a Delaware company
- Genworth Insurance Company (“GIC”), a North Carolina insurance company
- Genworth Life and Annuity Insurance Company (“GLAIC”), a Virginia company
- Genworth Life Insurance Company (“GLIC”), a Delaware company
- Genworth Life Insurance Company of New York “(GLICNY”), a New York company
- Genworth North America Corporation (“GNA”), a Washington company
- HGI Annuity Service Corp. (“HGI”), a Delaware company
- Jamestown Life Insurance Company (“JLIC”), a Virginia company
- Mayflower Assignment Corporation “(Mayflower”), a New York company
- National Eldercare Referral Systems, LLC (“CareScout”), a Delaware company
- Newco Properties, Inc. (“Newco”), a Virginia company
- River Lake Insurance Company VI (“RLVI”), a Delaware company
- River Lake Insurance Company VII (“RLVII”), a Vermont company
- River Lake Insurance Company VIII (“RLVIII”), a Vermont company
- River Lake Insurance Company X (“RLX”), a Vermont company
- United Pacific Structured Settlement Company (“UPSSC”), a Florida company

North Carolina Headquartered Companies:

- Genworth Financial Assurance Corporation (“GFAC”), a North Carolina insurance company
- Genworth Financial Services, Inc. (“GFSI”), a Delaware company
- Genworth Mortgage Holdings, Inc. (“GMHI”), a Delaware company
- Genworth Mortgage Holdings, LLC (“GMHLLC”), a North Carolina limited liability company
- Genworth Mortgage Insurance Corporation (“GMIC”), a North Carolina insurance company
- Genworth Mortgage Insurance Corporation of North Carolina (“GMICNC”), a North Carolina insurance company
- Genworth Mortgage Reinsurance Corporation (“GMRC”), a North Carolina insurance company
- Monument Lane PCC, Inc. (“MLPCC”), a District of Columbia company
- Monument Lane IC1, Inc. (“MLIC 1”), a District of Columbia company
- Monument Lane IC2, Inc. (“MLIC2”), a District of Columbia company
- Sponsored Captive re, Inc. (“Sponsored”), a North Carolina Insurance company

EXHIBIT B

ESCROW AGREEMENT

ESCROW AGREEMENT, dated___20___, among [name of insurance company incorporated or commercially domiciled in the State of New York] (hereinafter called "Subsidiary"), Genworth Financial, Inc. (hereinafter called "Parent"), and [name of escrow agent] (hereinafter called "Escrow Agent").

WITNESSETH:

WHEREAS, pursuant to a Tax Allocation Agreement dated___ among Parent, [list all subsidiaries that are parties to the Tax Allocation Agreement], Parent is required to establish and maintain a special account consisting of assets eligible as an investment for a New York domestic life insurance company in an amount equal to the excess of the amount paid by Subsidiary to the Parent for federal income taxes over the actual tax payment made by Parent on behalf of that subsidiary; and

WHEREAS, escrow assets may be released to Parent from the special account at such time as the permissible period for use by Subsidiary of tax loss carrybacks has expired; and

WHEREAS, Parent desires to deposit securities with the Escrow Agent for such purpose.

NOW, THEREFORE, in consideration of the mutual agreements and other valuable considerations and the provisions herein contained, it is hereby agreed by and among Subsidiary, Parent and the Escrow Agent that Parent shall establish and maintain a special account with the Escrow Agent pursuant to the following conditions:

1. Securities placed in the special account shall be held by the Escrow Agent, its successors or assigns, in trust, exclusively for the benefit of Subsidiary and free of any lien or other claim of the Escrow Agent, any judgment creditor or other claimant of the Parent.

2. Except as hereinafter provided, no securities in this account or any principal cash account held pursuant to this Agreement shall be released by the Escrow Agent except (i) upon receipt of a written request of Subsidiary and Parent or (ii) upon substitution of other securities satisfying the provisions of this Agreement.

3. Upon maturity of any security held hereunder, the Escrow Agent may surrender the same for payment and hold the proceeds thereof in a principal cash account which is to be maintained as a part of this account in accordance with this Agreement. The principal cash account shall be invested pursuant to the instructions of Parent.

4. Unless and until the Escrow Agent is notified to the contrary by Subsidiary and Parent, all income collected on or received from the securities held hereunder is to be paid to or upon the order of the Parent.

5. The Escrow Agent shall be accountable to the Subsidiary and Parent, as their interests may appear, for the safekeeping of the securities and cash reserves held by it hereunder.

6. The Escrow Agent shall send notices with respect to all security and principal cash transactions, within ten (10) days after said transactions take place, to the Subsidiary and Parent.

7. Within thirty (30) days after the filing of the applicable federal income tax return, Subsidiary shall advise the Escrow Agent and Parent if the permissible period for use of any tax loss as a carryback has expired and authorize the Escrow Agent to release to Parent from the special account, such amounts as were deposited in the special account with respect to such tax loss.

8. The Escrow Agent may cancel this Agreement, effective not less than thirty (30) days after delivery of notice thereof to Subsidiary and Parent, and Subsidiary or Parent may cancel this Agreement at any time without assigning any reason therefor, effective upon delivery of notice thereof to the Escrow Agent and the other party; provided no cancellation by either party shall be effective until either (a) a new escrow agreement is executed by Parent with another escrow agent and approved by Subsidiary, and the securities and cash principal in the special account are transferred to the newly designated escrow agent in accordance with written instructions from Parent and approved by Subsidiary, or (b) a letter of credit, acceptable to the New York State Insurance Department is delivered to Subsidiary. in substitution for the foregoing special account.

9. Any successor in interest of the Escrow Agent, or receiver, liquidator, or other public officer appointed to administer the affairs of the Escrow Agent shall succeed to all the obligations assumed hereunder by the Escrow Agent.

10. This Agreement shall be construed and enforced in accordance with the laws of the state of New York.

11. All notices and other communications which shall be or may be given hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed to the parties at their respective addresses set forth below or to such other address as any of the parties hereto shall furnish to the other.

12. Any controversy arising under this Agreement shall be settled by arbitration, in accordance with the American Arbitration Association rules then in effect, and any award rendered thereon shall be enforceable in any court of competent jurisdiction.

13. This Agreement sets forth in the entire understanding of the parties and supersedes any prior agreement on the subject matter hereof and may not be changed or terminated except by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first above written.

Attest:

_____

Genworth Financial, Inc.

By: _____

Name: _____

Title: _____

Address:

_____

_____

_____

Attest:

_____

[New York domiciled or commercially domiciled company]

By: _____

Name: _____

Title: _____

Address:

_____

_____

_____

Attest:

_____

[Escrow Agent)

By: _____

Name: _____

Title: _____

Address:

_____

_____

_____

Exhibit C

Adoption Agreement

By executing this Adoption Agreement, the undersigned corporation, a subsidiary of Genworth Financial, Inc., hereby adopts and agrees to be bound by the terms and provisions of the Tax Allocation Agreement between Genworth Financial, Inc. and its subsidiaries, effective _____ (the "Agreement"), as provided in section 5.07 of the Agreement.

This Adoption Agreement shall become effective on the date executed.

_____
_____
_____
_____
(Name and Address of the Corporation)

By: _____
Its: _____
Date: _____

Accepted:
Genworth Financial, Inc.

By: _____

REGISTRATION RIGHTS AGREEMENT

dated as of

[_____], 2021

between

Genworth Mortgage Holdings, Inc.

and

Genworth Financial, Inc.

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REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement, dated as of [_____], 2021 (this "Agreement"), is between Genworth Mortgage Holdings, Inc., a Delaware corporation (the "Company"), and Genworth Financial, Inc., a Delaware corporation ("Genworth").

WHEREAS, Genworth indirectly owns shares of the Company's common stock, par value $0.01 per share (the "Common Stock"), through its wholly-owned subsidiary Genworth Holdings, Inc., a Delaware corporation; and

WHEREAS, in connection with the initial public offering of Common Stock (the "IPO"), the Company has agreed to provide Genworth certain registration and other rights set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

In this Agreement, the following terms shall have the following meanings:

"Affiliate" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Block Sale" means the sale of Registrable Securities to one or several purchasers in a registered transaction by means of (i) a bought deal, (ii) a block trade or (iii) a direct sale.

"Board" means the Company's Board of Directors.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law or executive order to close.

"Common Stock" has the meaning set forth in the recitals.

"Company" has the meaning set forth in the preamble.

"Company Outside Counsel" means one counsel selected by the Company to act on its behalf.

"Covered Person" has the meaning set forth in Section 2.10(a).

"Demand Registration" has the meaning set forth in Section 2.2(a).

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"FINRA" means the Financial Industry Regulatory Authority.

"Genworth Affiliated Group" means Genworth and its Affiliates (excluding the Company and its subsidiaries).

"Holder" means any of (i) Genworth, (ii) any other member of the Genworth Affiliated Group and (iii) any Person that is not a member of the Genworth Affiliated Group that is a direct or indirect transferee (any such transferee, a "Non-Genworth Holder") from any member of the Genworth Affiliated Group, which transferee has acquired Registrable Securities constituting not less than 10% of the outstanding shares of Common Stock of the Company from such member of the Genworth Affiliated Group and has entered into a Joinder Agreement substantially in the form of Exhibit A hereto at the time of the acquisition.

"Holders' Counsel" means, if any member of the Genworth Affiliated Group is participating in an offering of Registrable Securities, one counsel selected by Genworth for the Holders participating in such offering, or otherwise, one counsel selected by the Holders of a majority of the Registrable Securities included in such offering.

"IPO" has the meaning set forth in the recitals.

"Loss" or "Losses" each has the meaning set forth in Section 2.10(a).

"Master Agreement" means the Master Agreement, dated as of the date hereof, between the Company and Genworth.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, association or other business entity and any trust, unincorporated organization or government or any department, agency or political subdivision thereof.

"Piggyback Registration" means any registration of Registrable Securities under the Securities Act requested by a Holder in accordance with Section 2.4(a).

"register," "registered" and "registration" refers to a registration made effective by preparing and filing a Registration Statement with the SEC in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such Registration Statement, and compliance with applicable state securities laws of such states in which Holders notify the Company of their intention to offer Registrable Securities.

"Registrable Securities" means (i) all shares of Common Stock held by a Holder and (ii) any securities issued or issuable, directly or indirectly, with respect to such shares by way of conversion, exchange, stock dividend or stock split or in connection with a combination of shares, merger, consolidation, business combination, scheme of arrangement, amalgamation, recapitalization or similar transaction; provided that any securities constituting Registrable Securities will cease to be Registrable Securities when (a) such securities are sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities, (b) such securities are sold pursuant to an effective Registration

Statement, (c) such securities are sold pursuant to Rule 144, (d) such securities shall have ceased to be outstanding or (e) with respect to securities held or owned by any Non-Genworth Holder, the date on which such securities may be resold pursuant to Rule 144, without regard to volume or manner of sale limitations or the availability of current public information with respect to the Company, whether or not any such sale has occurred.

"Registration Expenses" has the meaning set forth in Section 2.7.

"Registration Statement" means any registration statement of the Company under the Securities Act that permits the public offering of any of the Registrable Securities pursuant to the provisions of this Agreement, including the prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, all material incorporated by reference or deemed to be incorporated by reference in such registration statements and all other documents filed with the SEC to effect a registration under the Securities Act.

"Rule 144" means Rule 144 promulgated by the SEC under the Securities Act or any successor provision thereto.

"Rule 405" means Rule 405 promulgated by the SEC under the Securities Act or any successor provision thereto.

"Rule 415" means Rule 415 promulgated by the SEC under the Securities Act or any successor provision thereto.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Selling Expenses" means all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities hereunder by a Holder to an underwriter.

"Selling Holder" means a Holder that holds Registrable Securities registered (or to be registered) on a Registration Statement.

"Selling Holder Information" means information furnished to the Company in writing by a Selling Holder expressly for use in any Registration Statement, which information is limited to the name of such Selling Holder, the number of offered shares of common stock and the address and other information with respect to such Selling Holder included in the "Principal and Selling Stockholders" (or similarly titled) section of the Registration Statement.

"Shelf Registration Statement" means a Registration Statement that contemplates offers and sales of securities pursuant to Rule 415.

"Short-Form Registration Statement" means a Registration Statement on Form S-3 or any successor or similar form pursuant to which the Company may incorporate by reference its filings under the Exchange Act made after the date of effectiveness of such Registration Statement.

"Suspension" has the meaning set forth in Section 2.9.

"Take-Down Notice" has the meaning set forth in Section 2.1(e).

"Underwritten Offering" means a discrete registered offering of securities under the Securities Act in which securities of the Company are sold by one or more underwriters pursuant to the terms of an underwriting agreement.

1.2 Interpretation

(a) The words "hereto," "hereunder," "herein," "hereof" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement, unless expressly stated otherwise herein.

(b) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation."

(c) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

(d) "Writing," "written" and comparable terms refer to printing, typing, and other means of reproducing words (including electronic media) in a visible form.

(e) All references to "$" or "dollars" mean the lawful currency of the United States of America.

(f) The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and in the case of statutes, include any rules and regulations promulgated under the statute) and to any successor to such statute, rule or regulation.

(h) Except as expressly stated in this Agreement, all references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successor thereto.

ARTICLE II
REGISTRATION RIGHTS

2.1 Shelf Registration.

(a) Filing. At any time after the date on which the Company first becomes eligible to use a Short-Form Registration Statement, upon the written request of any Holder, the Company shall promptly (but no later than thirty (30) days after the receipt of such request) file with the SEC a Shelf Registration Statement (which registration statement, if the Company is eligible to file such, shall be an automatic shelf registration statement as defined in Rule 405) relating to the offer and sale by such Holder of all or part of its Registrable Securities. If at any time while Registrable Securities are outstanding, the Company files any Shelf Registration Statement for its own benefit or for the benefit of holders of any of its securities other than the Holders, the Company shall include in such Shelf Registration Statement such disclosures as may be required under the Securities Act to ensure that the Holders may sell their Registrable Securities pursuant to such Shelf Registration Statement through the filing of a prospectus supplement rather than a post-effective amendment.

(b) Effectiveness. The Company shall use its reasonable best efforts to (i) cause such Shelf Registration Statement to be declared effective under the Securities Act as promptly as practicable after such Shelf Registration Statement is filed and (ii) maintain the continuous effectiveness of the Shelf Registration Statement for the maximum period permitted by SEC rules, and shall replace any Shelf Registration Statement at or before expiration, if applicable, with a successor effective Shelf Registration Statement to the extent any Registrable Securities remain outstanding (such period of effectiveness, the "Shelf Period").

(c) Sales by Holders. The plan of distribution contained in any Shelf Registration Statement referred to in this Section 2.1 (or any related prospectus supplement) shall be determined by Genworth, if any member of the Genworth Affiliated Group is a requesting Holder for such Shelf Registration Statement, or otherwise by the other requesting Holder or Holders. Each Holder shall be entitled to sell Registrable Securities pursuant to the Shelf Registration Statement referred to in this Section 2.1 from time to time and at such times as such Holder shall determine. Such Holder shall promptly advise the Company of its intention so to sell Registrable Securities pursuant to the Shelf Registration Statement.

(d) Underwritten Offering. If any Holder intends to sell Registrable Securities pursuant to any Shelf Registration Statement referred to in this Section 2.1 through an Underwritten Offering, the Company shall take all steps to facilitate such an offering, including the actions required pursuant to Section 2.6 and Article III, as appropriate; provided that the Company shall not be required to facilitate such Underwritten Offering unless so requested by Genworth or any other member of the Genworth Affiliated Group. Any Holder shall be entitled to request an unlimited number of Underwritten Offerings under this Section 2.1.

(e) Shelf Take-Downs. At any time that a Shelf Registration Statement covering Registrable Securities is effective, if any Holder delivers a notice to the Company (a "Take-Down Notice") stating that it intends to effect an Underwritten Offering of all or part of its Registrable Securities included by it on such Shelf Registration Statement (each such offering,

a "Shelf Take-Down"), the Company shall amend or supplement such Shelf Registration Statement as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Underwritten Offering. In connection with any Underwritten Offering pursuant to this Section 2.1, the Company shall deliver the Take-Down Notice to any other Holder with Registrable Securities included on such Shelf Registration Statement and permit such Holder to include its Registrable Securities in such Underwritten Offering if such Holder notifies the Company within two (2) Business Days after the Company has delivered the Take-Down Notice.

(f) No Notice in Block Sales. Notwithstanding any other provision of this Agreement, if any member of the Genworth Affiliated Group wishes to engage in a Block Sale (including a Block Sale off of a Shelf Registration Statement), then notwithstanding the foregoing or any other provisions hereunder, any Non-Genworth Holder shall not be entitled to receive any notice of or have its Registrable Securities included in, or otherwise participate in, such Block Sale.

2.2 Demand Registrations.

(a) Right to Request Additional Demand Registrations. Any Holder may, by providing a written request to the Company, request to sell all or part of the Registrable Securities pursuant to a Registration Statement separate from a Shelf Registration Statement (a "Demand Registration"). Each request for a Demand Registration shall specify the kind and aggregate amount of Registrable Securities to be registered and the intended methods of disposition thereof (which, if not specified, shall be by way of Underwritten Offering). Promptly after its receipt of a request for a Demand Registration (but in any event within five days), the Company shall give written notice of such request to all other Holders. Within thirty (30) days after the date the Company has given the Holders notice of the request for Demand Registration, the Company shall file a Registration Statement, in accordance with this Agreement, with respect to all Registrable Securities that have been requested to be registered in the request for Demand Registration and that have been requested by any other Holders by written notice to the Company within five (5) days after the Company has given the Holders notice of the request for Demand Registration.

(b) Limitations on Demand Registrations. Subject to Section 2.2(a) and this Section 2.2(b), any Holder will be entitled to request an unlimited number of Demand Registrations; provided that any Non-Genworth Holder will be entitled to no more than two (2) Demand Registrations. Any Holder shall be entitled to participate in a Demand Registration initiated by any other Holder. The Company shall not be obligated to effect more than one Demand Registration in any 180-day period. Any Demand Registration shall be in addition to any registration on a Shelf Registration Statement.

(c) Effectiveness. The Company shall be required to maintain the effectiveness of the Registration Statement with respect to any Demand Registration for a period of at least 90 days after the effective date thereof or such shorter period during which all Registrable Securities included in such Registration Statement have actually been sold; provided, however, that such period shall be extended for a period of time equal to the period the Holder of Registrable Securities refrains from selling any securities included in such Registration

Statement at the request of the Company or an underwriter of the Company pursuant to the provisions of this Agreement.

(d) Withdrawal. A Holder may, by written notice to the Company, withdraw its Registrable Securities from a Demand Registration at any time prior to the effectiveness of the applicable Registration Statement. Upon receipt of notices from all applicable Holders to such effect, the Company shall cease all efforts to seek effectiveness of the applicable Registration Statement.

2.3 Priority. If a registration pursuant to Section 2.1 or 2.2 above is an Underwritten Offering and the managing underwriters of such proposed Underwritten Offering advise the Holders in writing that, in their good faith opinion, the number of securities requested to be included in such Underwritten Offering exceeds the number which can be sold in such offering without being likely to have a material adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the number of securities to be included in such Underwritten Offering shall be reduced in the following order of priority: first, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any selling securityholder other than the Holders; second, there shall be excluded from the Underwritten Offering any securities to be sold for the account of the Company; and finally, the number of Registrable Securities of any Holders that have been requested to be included therein shall be reduced, *pro rata* based on the number of Registrable Securities owned by each such Holder, in each case to the extent necessary to reduce the total number of securities to be included in such offering to the number recommended by the managing underwriters.

2.4 Piggyback Registrations.

(a) Piggyback Request. Whenever the Company proposes to register any of its securities under the Securities Act or equivalent non-U.S. securities laws (other than (i) pursuant to a Demand Registration, (ii) pursuant to a registration statement on Form S4 or any similar or successor form or (iii) pursuant to a registration solely relating to an offering and sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit plan arrangement), and the registration form to be filed may be used for the registration or qualification for distribution of Registrable Securities, the Company will give prompt written notice to all Holders of its intention to effect such a registration (but in no event less than 20 days prior to the proposed date of filing of the applicable Registration Statement) and, subject to Section 2.4(c), will include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion therein within 10 days after the date the Company's notice is given to such Holders (a "Piggyback Registration"). There shall be no limitation on the number of Piggyback Registrations that the Company shall be required to effect under this Section 2.4.

(b) Withdrawal and Termination. The Company shall be required to maintain the effectiveness of the Registration Statement for a registration requested pursuant to Section 2.4(a) until the earlier to occur of (i) ninety (90) days after the effective date thereof and (ii) consummation of the distribution by the Holders of the Registrable Securities included in such Registration Statement. Any Holder that has made a written request for inclusion in a Piggyback Registration may withdraw its Registrable Securities from such Piggyback

Registration by giving written notice to the Company on or before the fifth day prior to the planned effective date of such Piggyback Registration. The Company may, without prejudice to the rights of Holders to request a registration pursuant to Section 2.1 or 2.2 hereof, at its election, give written notice of such determination to each Holder of Registrable Securities and terminate or withdraw any registration under this Section 2.4 prior to the effectiveness of such registration, whether or not any Holder has elected to include Registrable Securities in such registration, and, except for the obligation to pay or reimburse Registration Expenses, the Company shall be relieved of its obligation to register any Registrable Securities in connection with such registration and will have no liability to any Holder in connection with such termination or withdrawal.

(c) Priority of Piggyback Registrations. If the managing underwriters advise the Company and Holders of Registrable Securities in writing that, in their good faith opinion, the number of securities requested to be included in an Underwritten Offering to be effected pursuant to a Piggyback Registration exceeds the number which can be sold in such offering without being likely to have a material adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the securities to be included in such Underwritten Offering shall be reduced in the following order of priority: first, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any Non-Genworth Holder; second, the number of securities to be included in the Underwritten Offering shall be reduced *pro rata* based, in the case of the Genworth Holders, on the number of Registrable Securities owned by each Genworth Holder, and in the case of the Company, the number of securities to be sold for the account of the Company, to the extent necessary to reduce the total number of Registrable Securities to be included in such offering to the number recommended by the managing underwriters. No registration of Registrable Securities effected pursuant to a request under this Section 2.4 shall be deemed to have been effected pursuant to Sections 2.1 or 2.2 or shall relieve the Company of its obligations under Sections 2.1 or 2.2.

2.5 Lock-up Agreements. Each of the Company and the Holders agrees, upon notice from the managing underwriters in connection with any registration for an Underwritten Offering of the Company's securities (other than pursuant to a registration statement on Form S-4 or any similar or successor form, or pursuant to a registration solely relating to an offering and sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit plan arrangement), not to effect (other than pursuant to such registration) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144, or make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company without the prior written consent of the managing underwriters for a period of up to ninety (90) days (or such shorter period as may be agreed to by the managing underwriter(s)); provided that such restrictions shall not apply in any circumstance to (i) securities acquired by a Holder in the public market subsequent to the completion of the IPO, (ii) distributions-in-kind to a Holder's limited or other partners, members, shareholders or other equity holders or (iii) transfers by a member of the Genworth Affiliated Group to another member of the Genworth Affiliated Group. Notwithstanding the foregoing, no holdback agreements of the type contemplated by this Section

2.5 shall be required of Holders (A) unless each of the Company's directors and executive officers agrees to be bound by a substantially identical holdback agreement for at least the same period of time; or (B) that restricts the offering or sale of Registrable Securities pursuant to a Demand Registration.

2.6 Registration Procedures. Subject to the proviso of Section 2.1(d), if and whenever the Company is required to effect the registration of any Registrable Securities pursuant to this Agreement, the Company shall use its reasonable best efforts to effect and facilitate the registration, offering and sale of such Registrable Securities in accordance with the intended method of disposition thereof as promptly as is practicable, and the Company shall as expeditiously as possible:

(a) prepare and file with the SEC (within thirty (30) days after the date on which the Company has given Holders notice of any request for Demand Registration) a Registration Statement with respect to such Registrable Securities, make all required filings required (including FINRA filings) in connection therewith and thereafter and (if the Registration Statement is not automatically effective upon filing) use its reasonable best efforts to cause such Registration Statement to become effective; provided that, before filing a Registration Statement or any amendments or supplements thereto (including free writing prospectuses under Rule 433), the Company will furnish to Holders' Counsel for such registration copies of all such documents proposed to be filed (including exhibits thereto), which documents will be subject to review of such counsel, and such other documents reasonably requested by such counsel, including any comment letter from the SEC, and give the Holders participating in such registration an opportunity to comment on such documents and keep such Holders reasonably informed as to the registration process; provided, further, that if registration at the time would require the inclusion of pro forma financial or acquired business historical financial information, which requirement the Board determines the Company is reasonably unable to comply with, then the Company may defer the filing of the Registration Statement that is required to effect the applicable registration for a reasonable period of time to compile such information;

(b) (i) prepare and file with the SEC such amendments and supplements to any Registration Statement as may be necessary to keep such Registration Statement effective for a period of either (A) not less than ninety (90) days or, if such Registration Statement relates to an Underwritten Offering in the case of a Demand Registration, such longer period as in the opinion of counsel for the managing underwriters a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer or the maximum period of time permitted by the Securities Act in the case of a Shelf Registration Statement, or (B) such shorter period ending when all of the Registrable Securities covered by such Registration Statement have been disposed of (but in any event not before the expiration of any longer period required under the Securities Act) and (ii) to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement;

(c) furnish to each Selling Holder, Holders' Counsel and the underwriters such number of copies, without charge, of any Registration Statement, each amendment and

supplement thereto, including each preliminary prospectus, final prospectus, all exhibits and other documents filed therewith and such other documents as such Persons may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Selling Holder; provided that, before amending or supplementing any Registration Statement, the Company shall furnish to the Holders a copy of each such proposed amendment or supplement and not file any such proposed amendment or supplement to which any Selling Holder reasonably objects. The Company hereby consents to the use of such prospectus and each amendment or supplement thereto by each of the Selling Holders of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such prospectus and any such amendment or supplement thereto;

(d) use its reasonable best efforts to register or qualify any Registrable Securities under such other securities or blue sky laws of such jurisdictions as any Selling Holder, and the managing underwriters, if any reasonably request, use its reasonable best efforts to keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and do any and all other acts and things that may be necessary or reasonably advisable to enable such Selling Holder and each underwriter, if any, to consummate the disposition of the seller's Registrable Securities in such jurisdictions; provided that the Company will not be required to (i) qualify generally to do business in any such jurisdiction where it would not otherwise be required to qualify but for this subsection, (ii) subject itself to taxation in any jurisdiction where it is not then so subject or (iii) consent to general service of process in any such jurisdiction where it is not then so subject (other than service of process in connection with such registration or qualification or any sale of Registrable Securities in connection therewith);

(e) use its reasonable best efforts to cause all Registrable Securities covered by any Registration Statement to be registered with or approved by such other governmental agencies, authorities or self-regulatory bodies as may be necessary or reasonably advisable in light of the business and operations of the Company to enable the Selling Holders to consummate the disposition of such Registrable Securities in accordance with the intended method or methods of disposition thereof;

(f) during any time when a prospectus is required to be delivered under the Securities Act, promptly notify each Selling Holder and Holders' Counsel upon discovery that, or upon the discovery of the happening of any event as a result of which, the prospectus contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in light of the circumstances under which they were made and, as promptly as practicable, prepare and furnish to such Selling Holders a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain any untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(g) promptly notify each Selling Holder and Holders' Counsel (i) when the Registration Statement, any prospectus supplement or any post-effective amendment to the Registration Statement has been filed and, with respect to such Registration Statement or any

post-effective amendment, when the same has become effective, (ii) of any written comments by the SEC or any request by the SEC for amendments or supplements to such Registration Statement or to amend or to supplement any prospectus contained therein or for additional information, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceedings for any of such purposes, (iv) if at the time the Company has reason to believe that the representations and warranties of the Company contained in any agreement (including any underwriting agreement) contemplated by Section 2.6(j) below cease to be true and correct and (v) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of such Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose;

(h) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed or, if no similar securities issued by the Company are then listed on any securities exchange, use its reasonable best efforts to cause all such Registrable Securities to be listed on the Nasdaq Global Select Market;

(i) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such Registration Statement, and, if required, obtain a CUSIP number for such Registrable Securities not later than such effective date;

(j) enter into such customary agreements (including underwriting agreements with customary provisions in such forms as may be requested by the managing underwriters) and take all such other actions as the Selling Holders or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities;

(k) make available for inspection by any Selling Holder, Holders' Counsel, any underwriter participating in any disposition pursuant to the applicable Registration Statement and any attorney, accountant or other agent retained by any such Selling Holder or underwriter all financial and other records, pertinent corporate documents and documents relating to the business of the Company reasonably requested by such Selling Holder, cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such Selling Holder, Holders' Counsel, underwriter, attorney, accountant or agent in connection with such Registration Statement and make senior management of the Company available for customary due diligence and drafting activity; provided that any such Person gaining access to information or personnel pursuant to this Section 2.6(k) shall (i) reasonably cooperate with the Company to limit any resulting disruption to the Company's business and (ii) agree to use reasonable efforts to protect the confidentiality of any information regarding the Company which the Company determines in good faith to be confidential, and of which determination such Person is notified, unless (A) the release of such information is requested or required by deposition, interrogatory, requests for information or documents by a governmental entity, subpoena or similar process, (B) the release of such information, in the opinion of such Person, is required to be released by law or applicable legal process, (C) such information is or becomes publicly known without a breach of this Agreement, (D) such information is or becomes available to such Person on a non-confidential basis from a source

other than the Company or (E) such information is independently developed by such Person. In the case of a proposed disclosure pursuant to (A) or (B) above, such Person shall be required to give the Company written notice of the proposed disclosure prior to such disclosure and, if requested by the Company, assist the Company in seeking to prevent or limit the proposed disclosure;

(l) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months beginning with the first day of the Company's first full calendar quarter after the effective date of the applicable Registration Statement, which earnings statement will satisfy the provisions of Section 11(a) of the U.S. Securities Act (including, at the Company's option, Rule 158 thereunder);

(m) in the case of an Underwritten Offering, promptly incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriters or any Selling Holder reasonably requests to be included therein, the purchase price being paid therefor by the underwriters and any other terms of the Underwritten Offering of the Registrable Securities to be sold in such offering, and promptly make all required filings of such prospectus supplement or post-effective amendment;

(n) in the event of the issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related prospectus or ceasing trading of any securities included in such Registration Statement for sale in any jurisdiction, use every reasonable effort to promptly obtain the withdrawal of such order;

(o) make senior management of the Company available to assist to the extent reasonably requested by the managing underwriters of any Underwritten Offering to be made pursuant to such registration in the marketing of the Registrable Securities to be sold in the Underwritten Offering, including the participation of such members of the Company's senior management in "road show" presentations and other customary marketing activities, including "one-on-one" meetings with prospective purchasers of the Registrable Securities to be sold in the Underwritten Offering, and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto, in each case to the same extent as if the Company were engaged in a primary registered offering of its Common Stock;

(p) use reasonable best efforts to: (a) obtain all consents of independent public accountants required to be included in the Registration Statement and (b) in connection with each offering and sale of Registrable Securities, obtain one or more comfort letters, addressed to the underwriters and to the Selling Holders, dated the date of the underwriting agreement for such offering and the date of each closing under the underwriting agreement for such offering, signed by the Company's independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters as the underwriters or Genworth, if any member of the Genworth Affiliated Group is a Selling Holder in such offering, or otherwise by the Holders of a majority of the Registrable Securities being sold in such offering, as applicable, reasonably request;

(q) use reasonable best efforts to obtain: (a) all legal opinions from Company Outside Counsel (or internal counsel) required to be included in the Registration Statement and (b) in connection with each closing of a sale of Registrable Securities, legal opinions from Company Outside Counsel (or internal counsel if acceptable to the managing underwriters), addressed to the underwriters, dated as of the date of such closing, with respect to the Registration Statement, each amendment and supplement thereto (including the preliminary prospectus) and such other documents relating thereto in customary form and covering such matters of the type customarily covered by legal opinions of such nature;

(r) upon the occurrence of any event contemplated by Section 2.6(f) above, promptly prepare a supplement or post-effective amendment to the Registration Statement or a supplement to the related prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(s) reasonably cooperate with each seller of Registrable Securities and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the FINRA;

(t) take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make such prohibition inapplicable; and

(u) use its reasonable best efforts to take or cause to be taken all other actions, and do and cause to be done all other things necessary or reasonably advisable in the opinion of Holders' Counsel to effect the registration, marketing and sale of such Registrable Securities.

The Company agrees not to file or make any amendment to any Registration Statement with respect to any Registrable Securities, or any amendment of or supplement to the prospectus used in connection therewith, that refers to any Holder covered thereby by name, or otherwise identifies such Holder as the holder of any securities of the Company, without the consent of such Holder, such consent not to be unreasonably withheld or delayed, unless and to the extent such disclosure is required by law, rule or regulation, in which case the Company shall provide prompt written notice to such Holders prior to the filing of such amendment to any Registration Statement or amendment of or supplement to such prospectus or any free writing prospectus.

Each Holder of Registrable Securities as to which any registration is being effected shall furnish the Company with such information regarding such Holder and pertinent to the disclosure requirements relating to the registration and the distribution of such securities as the Company may from time to time reasonably request in writing.

If the Company files any Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, the Company agrees that it shall use its reasonable best efforts to include in such registration statement such disclosures as may be required by Rule

430B under the Securities Act (referring to the unnamed selling security holders in a generic manner by identifying the initial offering of the securities to the Holders) in order to ensure that the Holders may be added to such Shelf Registration Statement at a later time through the filing of a Prospectus supplement rather than a post-effective amendment.

2.7 Registration Expenses. Whether or not any Registration Statement is filed or becomes effective, the Company shall pay directly or promptly reimburse all costs, fees and expenses incident to the Company's performance of or compliance with this Agreement, including (i) all registration and filing fees, (ii) all fees and expenses associated with filings to be made with any securities exchange or with any other governmental or quasi-governmental authority; (iii) all fees and expenses of compliance with securities or blue sky laws, including reasonable fees and disbursements of counsel in connection therewith, (iv) all printing expenses (including expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is requested by the Holders or the managing underwriters, if any), (v) all "road show" expenses incurred in respect of any Underwritten Offering, including all costs of travel, lodging and meals, (vi) all messenger, telephone and delivery expenses, (vii) all fees and disbursements of Company Outside Counsel, (viii) all fees and disbursements of all independent certified public accountants of the Company (including expenses of any "cold comfort" letters required in connection with this Agreement) and all other persons, including special experts, retained by the Company in connection with such Registration Statement, (ix) all reasonable fees and disbursements of underwriters (other than Selling Expenses) customarily paid by the issuers of securities and (x) all other costs, fees and expenses incident to the Company's performance or compliance with this Agreement (all such expenses, "Registration Expenses"). The Selling Holders shall be responsible for their Selling Expenses and the expenses of its counsel and any other advisors; provided, however, that, if a member of the Genworth Affiliated Group is a Selling Holder, the Company shall pay or reimburse the Selling Holders for the reasonable and documented fees and expenses of one law firm chosen by the member(s) of the Genworth Affiliated Group as their counsel in connection with an underwritten offering pursuant to this Agreement, subject to a cap of $75,000. Except as provided in this Section 2.7, the Company shall have no obligation to pay any Selling Expenses or any other expenses of the Seller Holders.

2.8 Underwritten Offering.

.(a) No Holder may participate in any registration hereunder that is an Underwritten Offering unless such Holder (i) agrees to sell its Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the managing underwriters; provided that no Holder will be required to sell more than the number of Registrable Securities that such Holder has requested the Company to include in any registration), (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, and (iii) cooperates with the Company's reasonable requests in connection with such registration or qualification (it being understood that the Company's failure to perform its obligations hereunder, which failure is caused by such Holder's failure to cooperate, will not constitute a breach by the Company of this

Agreement); provided that no such Holder shall be required to make any representations or warranties in connection with any such registration other than representations and warranties as to (A) such Holder's ownership of Registrable Securities to be transferred free and clear of all liens, claims, and encumbrances created by such Holder and (B) such Holder's power and authority to effect such transfer; provided, further that any obligation of such Holder to indemnify any Person pursuant to any underwriting agreement shall be several, not joint and several, among such Holders selling Registrable Securities, and such liability shall be limited to the net proceeds received by such Holder, as applicable, from the sale of Registrable Securities pursuant to such registration (which proceeds shall include the amount of cash or the fair market value of any assets in exchange for the sale or exchange of such Registrable Securities or that are the subject of a distribution), and the relative liability of each such Holder shall be in proportion to such net proceeds.

2.9 Postponement; Suspension. The Company may postpone any filing or effectiveness of a Registration Statement or commencement of a Shelf Take-Down (or suspend the continued use of an effective Shelf Registration Statement) (each, a "Suspension") (i) during the pendency of a stop order issued by the SEC suspending the use of such Registration Statement or (ii) if the Company delivers to the Holders participating in such registration an officers' certificate (a "Suspension Notice") executed by the Company's principal executive officer and principal financial officer stating that the Board, after consultation with Company Outside Counsel, has in good faith determined such postponement or suspension is necessary in order to avoid premature disclosure of material nonpublic information and the Company has a bona fide business purpose for not disclosing such information publicly at such time; provided, however, that the Company shall not be permitted to exercise a Suspension (i) more than twice during any twelve (12)-month period, (ii) for a period exceeding forty-five (45) days in any one occasion and (iii) unless for the full period of the Suspension, the Company does not offer or sell securities for its own account, does not permit registered sales by any holder of its securities and prohibits offers and sales by its directors and officers. Promptly following the cessation or discontinuance of the facts and circumstances forming the basis for any Suspension Notice, the Company shall use its commercially reasonable efforts to (i) amend the Registration Statement and/or amend or supplement the related prospectus included therein to the extent necessary, (ii) take all other actions reasonably necessary, to allow the commencement of the Shelf Take-Down or the use of the Shelf Registration Statement to recommence as promptly as possible, and (iii) promptly provide written notice to such Holders (or a representative of such Holders) (an "End of Suspension Notice") of the termination of any Suspension. In connection with a Demand Registration, prior to the termination of any Suspension, the Holder that made the request for Demand Registration will be entitled to withdraw its Demand Notice. After receipt of the Suspension Notice, the Holders will suspend use of the applicable Registration Statement, prospectus or prospectus supplement in connection with any sale or purchase of, or offer to sell or purchase, such Holders' Registrable Securities.

2.10 Indemnification .

(a) The Company agrees to indemnify and hold harmless to the fullest extent permitted by law, each Holder, any Person who is or might be deemed to be a controlling person of the Company or any of its subsidiaries within the meaning of Section 15 of the Securities Act

or Section 20 of the Exchange Act their respective direct and indirect general and limited partners, advisory board members, directors, officers, trustees, managers, members, agents, Affiliates and shareholders, and each other Person, if any, who controls any such Holder or controlling person within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each such person being referred to herein as a "Covered Person") against, and pay and reimburse such Covered Persons for any losses, claims, damages, liabilities, joint or several, costs (including, without limitation, costs of preparation and reasonable attorneys' fees and any legal or other fees or expenses incurred by such Covered Person in connections with any investigation or proceeding), expenses, judgments, fines, penalties, charges and amounts paid in settlement (collectively, "Losses" and, individually, each a "Loss") to which such Covered Person may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, prospectus, preliminary prospectus or free writing prospectus, or any amendment thereof or supplement thereto, or any document incorporated by reference therein, or any other such disclosure document (including reports and other documents filed under the Exchange Act and any document incorporated by reference therein) or other document or report, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation by the Company of any rule or regulation promulgated under the Securities Act or any state securities laws applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, and the Company will pay and reimburse such Covered Persons for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding; provided that the Company shall not be liable in any such case to the extent that any such Loss (or action or proceeding in respect thereof) arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission, made or incorporated by reference in such Registration Statement, any such prospectus, preliminary prospectus or free writing prospectus or any amendment or supplement thereto, or any document incorporated by reference therein, or any other such disclosure document (including reports and other documents filed under the Exchange Act and any document incorporated by reference therein) or other document or report, or in any application in reliance upon, and in conformity with, the Selling Holder Information. In connection with an Underwritten Offering, the Company, if requested, will indemnify the underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Covered Persons and in such other manner as the underwriters may request in accordance with their standard practice.

(b) In connection with any Registration Statement in which a Holder is participating, each such Holder will indemnify and hold harmless the Company, its directors and officers, employees, agents and any Person who is or might be deemed to be a controlling person of the Company or any of its subsidiaries within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any Losses to which such Holder or any such director or officer, any such underwriter or controlling person may become subject under the Securities

Act, the Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained in the Registration Statement, prospectus, preliminary prospectus or free writing prospectus, or any amendment thereof or supplement thereto, or in any application or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is made in such Registration Statement, any such prospectus, preliminary prospectus or free writing prospectus, or any amendment or supplement thereto, or in any application, in reliance upon and in conformity with the Selling Holder Information (and except insofar as such Losses arise out of or are based upon any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any underwriter furnished to the Company in writing by such underwriter expressly for use in such Registration Statement), and such Holder will reimburse the Company and each such director, officer, underwriter and controlling Person for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such Losses (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided, further that the obligation to indemnify and hold harmless shall be individual and several to each Holder and shall be limited to the amount of net proceeds received by such Holder from the sale of Registrable Securities covered by such Registration Statement.

(c) Any Person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim or the commencement of any proceeding with respect to which it seeks indemnification pursuant hereto; provided, however, that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder only to the extent, if at all, that it is actually and materially prejudiced by reason of such delay or failure. The indemnifying party shall have the right, exercisable by giving written notice to an indemnified party promptly after the receipt of written notice from such indemnified party of such claim or proceeding, to assume, at the indemnifying party's expense, the defense of any such claim or proceeding, with counsel reasonably acceptable to such indemnified party; provided that (i) any indemnified party shall have the right to select and employ separate counsel and to participate in the defense of any such claim or proceeding, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (A) the indemnifying party has agreed in writing to pay such fees or expenses or (B) the indemnifying party shall have failed to assume, or in the event of a conflict of interest cannot assume, the defense of such claim or proceeding within a reasonable time after receipt of notice of such claim or proceeding or fails to employ counsel reasonably satisfactory to such indemnified party or to pursue the defense of such claim in a reasonably vigorous manner or (C) the named parties to any proceeding (including impleaded parties) include both such indemnified and the indemnifying party, and such indemnified party has reasonably concluded (based upon advice of its counsel) that there may be legal defenses available to it that are inconsistent with those available to the indemnifying party or that a conflict of interest is likely to exist among

such indemnified party and any other indemnified parties (in which case the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party); and (ii) subject to clause (i)(C) above, the indemnifying party shall not, in connection with any one such claim or proceeding or separate but substantially similar or related claims or proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one firm of attorneys (together with appropriate local counsel) at any time for all of the indemnified parties, or for fees and expenses that are not reasonable. Whether or not the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action without the consent of the indemnified party. No indemnifying party shall consent to entry of any judgment or enter into any settlement which (x) does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release, in form and substance reasonably satisfactory to the indemnified party, from all liability in respect of such claim or litigation for which such indemnified party would be entitled to indemnification hereunder or (y) involves the imposition of equitable remedies or the imposition of any obligations on the indemnified party or adversely affects such indemnified party other than as a result of financial obligations for which such indemnified party would be entitled to indemnification hereunder.

(d) If the indemnification provided for in this Section 2.10 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Losses (other than in accordance with its terms), then the indemnifying party, in lieu of indemnifying such indemnified party thereunder, will contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. The relevant fault of the indemnifying party and the indemnified party will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the foregoing, the amount any Holder will be obligated to contribute pursuant to this Section 2.10(d) will be limited to an amount equal to the net proceeds to such Holder from the Registrable Securities sold pursuant to the Registration Statement which gives rise to such obligation to contribute (less the aggregate amount of any damages which the Holder has otherwise been required to pay in respect of such Loss or any substantially similar Loss arising from the sale of such Registrable Securities). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(e) To the extent that any of the Holders is, or would be expected to be, deemed to be an underwriter of Registrable Securities pursuant to any SEC comments or policies or any court of law or otherwise, the Company agrees that (i) the indemnification and contribution provisions contained in this Section 2.10 shall be applicable to the benefit of such Holder in its role as deemed underwriter in addition to its capacity as a Holder (so long as the

amount for which any other Holder is or becomes responsible does not exceed the amount for which such Holder would be responsible if the Holder were not deemed to be an underwriter of Registrable Securities) and (ii) such Holder and its representatives shall be entitled to conduct the due diligence which would normally be conducted in connection with an offering of securities registered under the Securities Act, including receipt of customary opinions and comfort letters.

(f) The indemnification provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and will survive the registration and sale of any securities by any Person entitled to any indemnification hereunder and the expiration or termination of this Agreement.

2.11 Conversion of Other Securities. If any Holder offers any options, rights, warrants or other securities issued by it that are offered with, convertible into or exercisable or exchangeable for any Registrable Securities, the Registrable Securities underlying such options, rights, warrants or other securities shall be eligible for registration pursuant to Sections 2.1, 2.2 and 2.4 hereof.

2.12 Rule 144. The Company shall use its reasonable best efforts to file any reports required to be filed by it under the Securities Act and the Exchange Act and to take such further action as any Holder may reasonably request to enable Holders to sell Registrable Securities without registration under the Securities Act from time to time within the limitation of the exemptions provided by Rule 144. The Company shall, in connection with any request by a Holder in connection with a sale, transfer or other disposition by such Holder of any Registrable Securities pursuant to Rule 144 for the removal of any restrictive legend or similar restriction on such Registrable Securities, promptly cause the removal of such restrictive legend or restriction, make or cause to be made appropriate notifications on the books of the Company's transfer agent and provide a customary opinion of counsel and instruction letter required by the Company's transfer agent.

2.13 Transfer of Registration Rights. Any member of the Genworth Affiliated Group may transfer all or any portion of its rights under this Agreement to any transferee of Registrable Securities constituting not less than 10% of the outstanding shares of Common Stock of the Company. Any transfer of registration rights pursuant to this Section 2.13 from any member of the Genworth Affiliated Group to any Person that is not a member of the Genworth Affiliated Group shall be effective upon receipt by the Company of written notice from the transferor stating the name and address of the transferee and identifying the amount of Registrable Securities with respect to which rights under this Agreement are being transferred.

ARTICLE III
PROVISIONS APPLICABLE TO ALL DISPOSITIONS OF REGISTRABLE SECURITIES BY GENWORTH

3.1 Underwriter Selection. In any public or private offering of Registrable Securities in which a member of the Genworth Affiliated Group is a Selling Holder, other than pursuant to a Piggyback Registration, Genworth shall have the sole right to select the managing underwriters

to arrange such Underwritten Offering, which may include any Affiliate of Genworth and which shall be investment banking institutions of international standing.

3.2 Cooperation with Sales. In addition to the provisions of Section 2.6 hereof, applicable to sales of Registrable Securities pursuant to a registration, in connection with any sale or disposition of Registrable Securities by Genworth, the Company shall provide full cooperation, including:

(a) providing access to employees, management and company records to any purchaser or potential purchaser, and to any underwriters, initial purchasers, brokers, dealers or agents involved in any sale or disposition, subject to entry into customary confidentiality arrangements;

(b) participation in road shows, investor and analyst meetings, conference calls and similar activities;

(c) using reasonable best efforts to obtain customary auditor comfort letters and legal opinions;

(d) entering into customary underwriting and other agreements;

(e) using reasonable best efforts to obtain any regulatory approval or relief necessary for any proposed sale or disposition; and

(f) filing of registration statements with the SEC or with other authorities or making other regulatory or similar filings necessary or advisable in order to facilitate any sale or disposition.

3.3 Expenses of Offerings. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for any expenses associated with any sale of Registrable Securities by Genworth, except for the fees and expenses of Holders' Counsel and Selling Expenses.

3.4 Further Assurances. The Company shall use its reasonable best efforts to cooperate with and facilitate, and shall not interfere with, the disposition by Genworth of its holdings of Registrable Securities.

ARTICLE IV
MISCELLANEOUS

4.1 Term. This Agreement shall terminate upon such time as no Registrable Securities remain outstanding, except for the provisions of Sections 2.7, 2.10, and 3.3 and this Article 4 which shall survive such termination.

4.2 Other Holder Activities. Notwithstanding anything in this Agreement, none of the provisions of this Agreement shall in any way limit a Holder or any of its Affiliates from engaging in any brokerage, investment advisory, financial advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities conducted in the ordinary course of their business.

4.3 No Inconsistent Agreements.

(a) The Company represents and warrants that it has not entered into and covenants and agrees that it will not enter into, any agreement with respect to its securities which is inconsistent with, more favorable than or violates the rights granted to the Holders of Registrable Securities in this Agreement.

(b) To the extent any portion of this Agreement conflicts, or is inconsistent, with the Master Agreement, the Master Agreement shall control.

4.4 Amendment, Modification and Waiver. This Agreement may be amended, modified or supplemented at any time by written agreement of the parties. Any failure of any party to comply with any term or provision of this Agreement may be waived by the other party, by an instrument in writing signed by such party, but such waiver or failure to insist upon strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

4.5 No Third-Party Beneficiaries. Other than as set forth in Section 2.10 with respect to the indemnified parties and as expressly set forth elsewhere in this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement. Only the parties that are signatories to this Agreement and any Joinder Agreement substantially in the form of Exhibit A hereto (and their respective permitted successors and assigns) shall have any obligation or liability under, in connection with, arising out of, resulting from or in any way related to this Agreement or any other matter contemplated hereby, or the process leading up to the execution and delivery of this Agreement and the transactions contemplated hereby, subject to the provisions of this Agreement.

4.6 Entire Agreement. Except as otherwise expressly provided herein, this Agreement, together with the Master Agreement, constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both written and oral, between or on behalf of Genworth or its Affiliates, on the one hand, and the Company or its Affiliates, on the other hand, with respect to the subject matter of this Agreement.

4.7 Severability. In the event that any provision of this Agreement is declared invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted in a manner that accomplishes, to the extent possible, the original purpose of such provision.

4.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic imaging means (including in pdf or tif format sent by electronic mail) by a party to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic imaging means as if the original had been received.

4.9 Specific Performance; Remedies. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other party shall not oppose the granting of such relief. The parties agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are hereby waived.

4.10 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to any principles of conflicts of law principles thereof to the extent that such principles would apply the law of another jurisdiction.

4.11 WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

4.12 Jurisdiction; Venue. Any suit, action or proceeding relating to this Agreement shall be brought exclusively in the United States District Court for the Southern District of New York or in the courts of the State of New York, in each case located in New York County, New York. The parties hereby consent to the exclusive jurisdiction of such courts for any such suit, action or proceeding, and irrevocably waive, to the fullest extent permitted by law, any objection to such courts that they may now or hereafter have based on improper venue or forum non conveniens.

4.13 Notice. Unless otherwise specified herein, all notices required or permitted to be given under this Agreement shall be in writing, shall refer specifically to this Agreement and shall be delivered personally or sent by a nationally recognized overnight courier service, and shall be deemed to be effective upon delivery. All such notices shall be addressed to the receiving Party at such Party's address set forth below, or at such other address as the receiving Party may from time to time furnish by notice as set forth in this Section 4.13:

If to Genworth, to:	Genworth Financial, Inc. 6620 West Broad Street Richmond, Virginia 23230 Attention: General Counsel
If to the Company, to:	Genworth Mortgage Holdings, Inc. 8325 Six Forks Road Raleigh, North Carolina 27615 Attention: General Counsel

4.14 Limitation on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of Genworth, enter into any agreement with any holder or prospective holder of any securities of the Company giving such holder or prospective holder any registration rights which would reduce the amount of Registrable Securities any member of the Genworth Affiliated Group can include in any Registration Statement filed pursuant to Article II hereunder (including, without limitation, any Underwritten Offering, Block Sale or other sale pursuant to such Registration Statement).

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be executed and delivered as of the date first above written.

GENWORTH MORTGAGE HOLDINGS, INC.

By: _____

Name:

Title:

GENWORTH FINANCIAL, INC.

By: _____

Name:

Title:

Exhibit A

JOINDER AGREEMENT

Reference is made to the Registration Rights Agreement, dated as of [_____], 2021 (as amended from time to time, the "Registration Rights Agreement"), between Genworth Mortgage Holdings, Inc. and Genworth Financial, Inc. and the other parties thereto, if any. The undersigned agrees, by execution hereof, to become a party to, and to be subject to the rights and obligations under the Registration Rights Agreement.

[NAME]

By: _____

Name:

Title:

Date:

Address:

Acknowledged by:

[NAME OF COMPANY]

[*Signature Page to Joinder Agreement*]

SHARED SERVICES AGREEMENT

between

GENWORTH FINANCIAL, INC.

and

GENWORTH MORTGAGE HOLDINGS, INC.

DATED [●], 2021

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This SHARED SERVICES AGREEMENT, dated [•], 2021 (this "Agreement"), is made by and between GENWORTH FINANCIAL, INC., a Delaware corporation ("Genworth") and GENWORTH MORTGAGE HOLDINGS, INC., a Delaware corporation (the "Company").

RECITALS

WHEREAS, the Company is a direct, wholly owned Subsidiary of Genworth Holdings, Inc., a Delaware corporation, which is an indirect, wholly owned Subsidiary of Genworth;

WHEREAS, in connection with the initial public offering of the Company, Genworth and the Company are entering into a Master Agreement, dated as of the date hereof (the "Master Agreement"); and

WHEREAS, in connection with the initial public offering of the Company and the entry into the Master Agreement, the parties hereto intend to provide that, on the terms and subject to the conditions set forth in this Agreement: (a) Genworth will continue to provide, or cause to continue to be provided, certain administrative and support services and other assistance to the Company, each subsidiary of the Company, immediately after the Closing and each other Person that is controlled either directly or indirectly by the Company immediately after the Closing (collectively, the "Company Group") in accordance with the terms and subject to the conditions set forth herein, and (b) the Company will continue to provide, or cause to continue to be provided, certain administrative and support services and other assistance to Genworth and its Affiliates, immediately after the Closing, (collectively, the "Genworth Group") in accordance with the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Certain Defined Terms. Unless otherwise defined herein, all capitalized terms used herein have the meaning given to them in the Master Agreement The following capitalized terms used in this Agreement shall have the meanings set forth below:

"Affiliate(s)" shall have the meaning assigned to it in the Master Agreement.

"Additional Services" shall have the meaning set forth in Section 2.01(d).

"Agreement Termination Date" shall have the meaning set forth in Section 9.01(a).

"Canada Divested Unit" means Genworth Financial Mortgage Company Canada now known as Sagen.

"Company Divested Unit" shall have the meaning set forth in Section 10.09(b).

"Company Indemnified Parties" shall have the meaning set forth in Section 3.01(d).

"Company Service(s)" shall have the meaning set forth in Section 2.01(b).

"Company Services Manager" shall have the meaning set forth in Section 2.05.

"Company Substitute Service(s)" shall have the meaning set forth in Section 2.01(b).

"Company Purchasing Rights" shall have the meaning set forth in Section 3.01(a).

"Company Vendor Agreements" shall have the meaning set forth in Section 3.01(b).

"Confidential Information" means any information disclosed by a party to another party in connection with the Services, including Personal Information, whether before or after the date of this document, but excluding information that: (a) was in the public domain at the date of this document; (b) became part of the public domain after the date of this document otherwise than as a result of disclosure by the Receiving Party in breach of this agreement; or (c) is independently developed by the Receiving Party.

"Consents" shall have the meaning set forth in Section 4.01.

"Cross License" means the Intellectual Property Cross License by and between Genworth and the Company, dated [•].

"Data Security and Cybersecurity Program" means Genworth's data security and cybersecurity program that includes, among other things data protection and cybersecurity policies, as amended by Genworth from time to time.

"Direct Bill Charge" shall be a charge associated with a Service indicated as a direct bill in Schedule A.

"Disclosing Party" shall have the meaning set forth in Section 10.10(e).

"Excluded Services" means those services, systems, functions and responsibilities listed in Schedule C.

"Extension Notice" shall have the meaning set forth in Section 9.01(b).

"Extension Period" shall have the meaning set forth in Section 9.01(c).

"Force Majeure" shall have the meaning assigned to it in the Master Agreement.

"Genworth Business" means the businesses owned or managed, directly or indirectly, by the Genworth Group immediately prior to the Closing that, prior to the Closing, was receiving any service or support substantially the same as the Company Services from any member of the Company Group, in each case to the extent such businesses are not transferred or contributed to the Company Group at the Closing.

"Genworth Charges Cap" has the meaning set forth in Section 5.01(d).

"Genworth Divested Unit" shall have the meaning set forth in Section 10.09(b).

"Genworth Indemnified Parties" shall have the meaning set forth in Section 3.01(c).

"Genworth Purchasing Rights" shall have the meaning set forth in Section 3.01(b).

"Genworth Substitute Service" shall have the meaning set forth in Section 2.01(a).

"Genworth Services Manager" shall have the meaning set forth in Section 2.04.

"Genworth Vendor Agreements" shall have the meaning set forth in Section 3.01(a).

"Governmental Authorities" shall have the meaning set forth in Section 4.02(d).

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented.

"Improvement" means any enhancement, modification, derivative work, improvement or other change of or to any Intellectual Property in respect of performance of any Services or any Additional Services, and includes any enhancement, modification, derivative work, improvement or other change of or to any Genworth Intellectual Property or Company Intellectual Property made by a Provider in respect of performance of any Services or Additional Services under this Agreement but specifically excludes any Recipient Data or any enhancement, modification, derivative work or other change made by any party in providing any IT Services, including in connection with any Technology provided or to which access is given.

"Information Systems" means computing, telecommunications or other digital operating or processing systems or environments, including computer programs, data, databases, computers, computer libraries, communications equipment, networks and systems.

"Insolvency Event" means:

(i) in respect of the Company and its Affiliates, being involuntarily placed in liquidation, reorganization, winding up, administration, supervision, conservation, or having a receiver, trustee, custodian, sequestrator, conservator, liquidating agent, liquidator, administrator or other similar official appointed to it or any of its property, being unable to pay its debts or otherwise insolvent, or taking any step that could result in being placed in liquidation, reorganization, winding up, administration, supervision, conservation, or having a receiver, trustee, custodian, sequestrator, conservator, liquidating agent, liquidator, administrator or other similar official appointed to it;

(ii) in respect of Genworth and its Affiliates, being involuntarily placed in liquidation, reorganization, winding up, administration, supervision, conservation, or having a receiver, trustee, custodian, sequestrator, conservator, liquidating agent, liquidator, administrator or other similar official appointed to it or any of its property, being unable to pay

its debts or otherwise insolvent, or taking any step that could result in being placed in liquidation, reorganization, winding up, administration, supervision, conservation, or having a receiver, trustee, custodian, sequestrator, conservator, liquidating agent, liquidator, administrator or other similar official appointed to it.

"Omitted Service" shall have the meaning set forth in Section 2.01(g).

"Other Costs" shall have the meaning set forth in Section 5.02.

"Overhead Allocation Charge" shall be a charge associated with a Service indicated as an overhead allocation charge in Schedule A.

"Personal Information" means information or data that meets the definition of "personally identifiable information", "personal information", "personal data" or other similar terms under applicable Laws and in any event includes information or data that is nonpublic information or an opinion about an individual whose identity is reasonably ascertainable from that information.

"Person" shall have the meaning assigned to it in the Master Agreement.

"Privacy Act" means the Privacy Act of 1974, as amended and supplemented.

"Provider" means the party, including any member of the Genworth Group or the Company Group, or either of their respective Affiliates, providing a Service under this Agreement.

"Receiving Party" shall have the meaning set forth in Section 10.10(e).

"Recipient" means the party, including any member of the Genworth Group or the Company Group, or either of their respective Affiliates, to whom a Service under this Agreement is being provided.

"Recipient Data" means data (including any documents, materials or other information in any form) that is owned by or created on behalf of the Recipient or otherwise relates predominantly to the business of the Recipient, even if also used in the business of the Provider, and includes any enhancement, modification, derivative work, improvement or other change of or to the data but excludes any Genworth Intellectual Property and Company Intellectual Property, as applicable, and any other data already in the possession or control of the Provider, except where such Genworth Intellectual Property or Company Intellectual Property, as applicable, or such other data, was developed or otherwise in the possession or control of the Provider as a result of the Provider providing services that are the same as, or of the nature of, the Services to the Recipient before the date of this Agreement.

"Security Incident" means any confirmed unauthorized access to, disruption, or misuse of Confidential Information or Personal Information or an Information System on which Confidential or Personal Information is stored.

"Service(s)" means, individually and collectively, the Genworth Services, Company Services and Undertakings.

"Service Charge(s)" shall have the meaning set forth in Section 5.01.

"Service Termination Date" shall have the meaning set forth in Section 9.01(a).

"Software" means the object and source code versions of computer programs and any associated documentation therefor.

"Standard for Services" shall have the meaning set forth in Section 2.07.

"Supplier Agreement" means any corporate purchasing contracts, master services agreements, vendor contracts, software and other Intellectual Property licenses or similar agreements used by a Party to provide the Services.

"Technology" means, collectively, all designs, formulas, algorithms, procedures, techniques, ideas, know-how, Software, programs, models, routines, confidential and proprietary information, databases, tools, inventions, invention disclosures, creations, improvements, works of authorship, and all recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the above, in any form, whether or not specifically listed herein.

"Terminated Service" has the meaning set forth in Section 9.01(g).

"Trigger Date" shall have the meaning assigned to it in the Master Agreement.

"Undertakings" means, collectively, the obligations of Genworth and its Affiliates and the Company and its Affiliates set forth in Article III.

"Vendor Agreements" shall have the meaning set forth in Section 3.01(b).

"Virus" means computer instructions or other software: (a) that adversely affect the operation, security or integrity of an Information System, by altering, destroying, disrupting or inhibiting such operation, security or integrity; (b) that without functional purpose, self-replicate without manual intervention; (c) that purport to perform a useful function but which actually perform either a destructive or harmful function, or perform no useful function and utilize substantial computer, telecommunications or memory resources; and/or (d) the effect of which is to permit unauthorized access to, or disable, erase, or otherwise harm, any computer, systems or Software.

SECTION 1.02 Interpretation. In this Agreement (i) a reference to the provision by Genworth of a Genworth Service to the Company is a reference to the provision of the relevant Genworth Service by any member of the Genworth Group to any member of the Company Group; and (ii) a reference to the provision by the Company of a Company Service to Genworth is a reference to the provision of the relevant Company Service by any member of the Company Group to any member of the Genworth Group.

ARTICLE II

SERVICES AND TERMS

SECTION 2.01 Services.

(a) During the period commencing on the date hereof and ending on the applicable Service Termination Date, subject to the terms and conditions set forth in this Agreement, Genworth shall provide or cause to be provided to the Company, whether for the benefit of the Company itself or for the applicable members of the Company Group, the services listed in Schedule A (the "Genworth Services"). The "Genworth Services" also shall include (i) any Services to be provided by Genworth to the Company as agreed pursuant to Section 10.03, and (ii) any Genworth Substitute Service (as defined below); provided, however, that (1) the scope of each Genworth Service shall be substantially the same as the scope of such service provided by Genworth to the Company the last time prior to the date hereof (or, as applicable, in the most recent relevant period) that such service was provided by Genworth to the Company in the ordinary course, (2) the use of each Genworth Service by the Company, or any member of the Company Group, shall include use by the Company Group's contractors in substantially the same manner as used by the contractors of the Company Group prior to the date hereof and (3) except as provided in Section 10.09 (and subject to Section 10.03(b)), nothing in this Agreement shall require that any Genworth Service be provided other than for use in, or in connection with the Company Business. If, for any reason, Genworth is unable to provide or cause to be provided any Genworth Service to the Company pursuant to the terms of this Agreement, Genworth shall provide or cause to be provided to the Company, or any member of the Company Group, as applicable, a substantially equivalent service (a "Genworth Substitute Service") at or below the cost of the substituted Genworth Service as set forth in Schedule A and otherwise in accordance with the terms of this Agreement, including the Standard for Services.

(b) During the period commencing on the date hereof and ending on the applicable Service Termination Date, subject to the terms and conditions set forth in this Agreement, the Company shall provide or cause to be provided to Genworth, whether for Genworth itself or for the benefit of the Genworth Group and/or the Canada Divested Unit the services listed in Schedule B (the "Company Services"). The "Company Services" also shall include (i) any Services to be provided by the Company to Genworth as agreed pursuant to Section 10.03 and (ii) any Company Substitute Service; provided, however, that (1) the scope of each Company Service shall be substantially the same as the scope of such service provided by the Company to Genworth the last time prior to the date hereof (or, as applicable, in the most recent relevant period) that such service was provided by the Company to Genworth in the ordinary course, (2) the use of each Company Service by Genworth shall include use by the Genworth Group's contractors in substantially the same manner as used by the contractors of the Genworth Group prior to the date hereof and (3) except as provided in Section 10.09 (and subject to Section 10.03(b)), nothing in this Agreement shall require that any Company Service be provided other than for use in, or in connection with the Genworth Business. If, for any reason, the Company is unable to provide or cause to be provided any Company Service to Genworth pursuant to the terms of this Agreement, the Company shall provide or cause to be provided to Genworth a substantially equivalent service (a "Company Substitute Service") at or below the

cost for the substituted Company Service as set forth in Schedule B and otherwise in accordance with the terms of this Agreement, including the Standard for Services.

(c) Omitted Services. The parties each have used commercially reasonable efforts to identify and describe the Services. However, the parties acknowledge and agree that there may be services which are not identified on the Schedules that (i) (A) were provided by a party or its Affiliates to the other party in the four (4) months prior to the Closing and (B) are necessary for the Company or Genworth, as applicable, to operate the manner that such party operated in the twelve (12) months prior to the Closing (collectively, the "Omitted Services"). Each party may provide written notice to the other party requesting such Omitted Services setting forth in reasonable detail a description of the requested Omitted Service(s) and the proposed start date (a) at any time during the first one hundred and twenty (120) days following the Closing. The parties agree to cooperate and negotiate in good faith using commercially reasonable efforts in order to come to an agreement regarding the provision of Omitted Services on reasonable terms and conditions that are mutually agreed to by the parties; provided, however, that (x) the Omitted Services shall be provided in substantially the same manner and on substantially similar terms and conditions as were applicable prior to the Closing Date and the price for such Omitted Services shall be set in accordance with the methodologies set forth in Section 5.01, (y) the Provider shall be afforded a reasonable period of time to commence providing any Omitted Service after such service becomes a Service, and (z) in no event shall a Provider be obligated to provide an Excluded Service, an Omitted Service that, as of the Effective Date, is being performed by a third party, and/or an Omitted Service that the Provider no longer provides to itself or any of its Affiliates. Any Omitted Services shall in all respects be subject to the terms of this Agreement, shall be considered added to Schedule A or Schedule B, as applicable, shall constitute an amendment to this Agreement which shall be signed by the parties and shall thereafter be considered a Service. Unless otherwise agreed by the parties, the term for such Omitted Services shall be no later than the latest Service Termination Date of the Services on Schedule A or Schedule B, as applicable.

(d) Additional Services. After the Effective Date of the Agreement, Genworth or the Company, as applicable, may submit a written request for services to the other party that are not Services ("Additional Services"). The party to whom such request is made shall consider such request in good faith and if such party agrees to provide an Additional Service then a representative of each party shall in good faith negotiate the applicable terms of such Additional Service, including a description in of the service, term, and fees for such Additional Service; provided, that unless otherwise agreed to by the parties, the receiving party shall pay all nonrecurring out-of-pocket and set up costs and incurred by the providing party in connection with its provision of the Additional Services as Other Costs under Section 5.02 and the receiving party must pay those Other Costs in accordance with this Agreement.

(e) This Agreement shall not assign any rights to Technology or Intellectual Property between the parties other than as specifically set forth herein. Except as set out in this Agreement, as between the parties, all Intellectual Property controlled by a Provider at the date of this Agreement in respect of Services to be provided by that Provider as at the date of this Agreement will remain controlled by that Provider. Except as set out in this Agreement, if a Provider agrees to provide Additional Services, as between the parties, all Intellectual Property

controlled by the Provider at the time it receives the request for the Additional Services in respect of those Additional Services will remain controlled by that Provider. Except as set out in Section 2.01(f)(iii), or as may otherwise be agreed by the parties at the time, if a Provider develops any new Intellectual Property or any Improvement in the course of providing any Services or Additional Services under this Agreement, the Provider owns all such Intellectual Property.

(f) To the extent that any member of the Company Group as a Provider requires the use of any Genworth Intellectual Property, or any member of the Genworth Group as a Provider requires the use of any Company Intellectual Property, to provide any Services or Additional Services under this Agreement, the relevant Recipient hereby grants a license of the relevant Intellectual Property on the same terms as granted under Sections 2.01(a) and 2.02(a), respectively, under the Cross License except that:

(i) the purpose for which the relevant Intellectual Property may be used is for the sole and limited purpose of delivering the Services or Additional Services under this Agreement and not for use by the Company, or a member of the Company Group, as applicable, in the Company Business or Genworth in the Genworth Business, as applicable;

(ii) the relevant Intellectual Property may be used by the relevant Provider in such limited territory as is required to provide the Services or Additional Services; and

(iii) the use of such Intellectual Property for this purpose will be subject to all other provisions of the Cross License, other than Sections 2.01(e), 2.02(e) and 2.04.

(iv) As between the Recipient and the Provider, all Intellectual Property in Recipient Data is owned by the Recipient, and by this Agreement the Provider hereby assigns absolutely, at no additional cost, all right, title and interest, including all Intellectual Property, in and to the Recipient Data, so that all such right, title and interest, worldwide vests in the Recipient on the date of this Agreement or where such Recipient Data is newly created Recipient Data, it vests immediately and automatically in the Recipient on creation, in each case, without any additional consideration.

(v) If a Recipient requests that a Provider develops any new Intellectual Property, whether in respect of any Services or Additional Services, or any Improvement, the parties will agree upon the ownership of the new Intellectual Property or Improvement at the time of the request from the Recipient and before the Provider develops the new Intellectual Property or Improvement, and in the absence of such agreement being reached at that time, as between the parties, if the new Intellectual Property or Improvement is created exclusively for the use of the Recipient in its business and the Recipient is required to pay any amount (as agreed upon in writing by the Provider and the Recipient) to the Provider in relation to the creation of the new Intellectual Property or Improvement and the Recipient pays all such amounts to the

Provider, the Recipient will own such Intellectual Property and by this Agreement, the Provider hereby assigns absolutely, at no additional cost, all right, title and interest in and to the new Intellectual Property or Improvement (and for the avoidance of doubt, other than in respect of any part of the new Intellectual Property or Improvement in existence immediately before the request from the Recipient under this paragraph), so that all such right, title and interest, worldwide vests in the Recipient on payment of all such amounts by the Recipient to the Provider, and if the new Intellectual Property or Improvement is not created exclusively for the use of the Recipient in its business or the Recipient is not required to pay any amount to the Provider in relation to the creation of the new Intellectual Property or Improvement, the Provider will own such Intellectual Property under Section 2.01(e).

(vi) To the extent that:

(A) any Recipient Data was in the possession or control of the Provider and used in the business of the Provider (other than for the sole purpose of providing services to the Recipient) before the date of this Agreement, the Recipient hereby grants to the Provider a perpetual, irrevocable, fully paid up, royalty-free, non-exclusive, non-transferable license with no right to sublicense (other than to Affiliates of the Provider) to use and modify the Recipient Data in the business of the Provider and its Affiliates;

(B) the Provider requires the use of any Recipient Data, new Intellectual Property or Improvement owned by the Recipient under this Agreement to provide any Services or Additional Services under this Agreement, the Recipient hereby grants to the Provider, a fully paid up, royalty-free, non-exclusive, non-transferable license, of the Recipient Data, new Intellectual Property or Improvement, with the right to sublicense, for the sole purpose of delivering the Services or Additional Services under this Agreement; and

(C) any new Intellectual Property or Improvement is owned by the Provider under this Agreement, the Provider grants the Recipient a perpetual, irrevocable, fully paid up, royalty-free, non-exclusive, non-transferable license, with no right to sublicense (other than to Affiliates of the Recipient), to use and modify the new Intellectual Property or Improvement in the business of the Recipient and its Affiliates.

(g) In addition to the Service Charges, the parties hereto acknowledge and agree that, in connection with the initial implementation, provision, receipt and transition of the Services, there will be certain nonrecurring, out-of-pocket costs incurred by Genworth or the Company. Each party shall pay its own such costs as they are incurred. For greater certainty, such costs shall not constitute “Other Costs” for purposes of Section 5.02.

(h) Throughout the term of this Agreement, the Provider and the Recipient of any Service shall cooperate with one another and use their good faith, commercially reasonable efforts to effect the efficient, timely and seamless provision and receipt of such Service.

SECTION 2.02 Information Systems Services.

(a) Any Services relating to Information Systems shall be provided consistent and in accordance with the Data Security and Cybersecurity Program.

(b) During the term of this Agreement, each party shall implement practices to scan, prior to coding or introducing elements into the Services and/or Information Systems, for Viruses or similar items that are consistent and in accordance with the Data Security and Cybersecurity Program. If a Virus or any similar item is found to have been introduced into the Services or Information Systems, the parties shall use their commercially reasonable efforts to cooperate and to diligently work together to remedy the effects of such Virus or similar item.

(c) Computer Based Resources.

(i) Prior to the Trigger Date, Company shall continue to have reasonable access to the Information Systems of Genworth (whether directly or remotely, and including reasonable physical or logical entry or access) consistent and in accordance with the Data Protection and Cyber Security Policy. On and after the Trigger Date, Company shall not have access to all or any part of the Information Systems of Genworth, except to the extent, and consistent and in accordance with the Data Protection and Cyber Security Policy, necessary for Company to perform Company Services or receive and enjoy the full benefit of, the Genworth Services (subject to Company complying with Genworth's security policies, procedures and requirements (including physical security, network access, and confidentiality and personal data security guidelines); provided, that Company has had a commercially reasonable period of time in which to comply with such security measures).

(ii) Prior to the Trigger Date, Genworth shall continue to have reasonable access to the Information Systems of Company (whether directly or remotely, and including reasonable physical or logical entry or access). On and after the Trigger Date, Genworth shall not have access to all or any part of the Information Systems of Company, except to the extent necessary for Genworth to perform the Genworth Services or receive and enjoy the full benefit of, Company Services (subject to Genworth complying with the Company's security policies, procedures and requirements (including physical security, network access, and confidentiality and personal data security guidelines); provided, that Genworth has had a commercially reasonable period of time in which to comply with such security measures).

(d) Changes to Services. A Provider may (i) reasonably supplement, modify, substitute or otherwise alter the manner in which the Services are provided or (ii) change the Services in order to comply with any requirements under applicable Law; provided that in either case of clause (i) or (ii) such supplement, modification, substitute or other alteration or change does not affect the quality of the Services in any material respect.

SECTION 2.03 Additional Support.

(a) During the term of this Agreement, Genworth shall provide, or cause to be provided, the following support, which support shall be in addition to the Genworth Services

described in Schedule A, at cost to the Company Group except for any applicable Other Costs to be determined and paid in accordance with Article V:

(i) Genworth shall provide, or cause to be provided, current and reasonably available historical data related to the Genworth Services as reasonably required by the Company, or a member of the Company Group, as applicable, in a manner and within a time period as mutually agreed by the parties; and

(ii) Genworth shall make reasonably available to the Company Group employees and contractors of Genworth whose assistance, expertise or presence is necessary to assist the Company's transition team in establishing a fully functioning stand-alone environment in respect of the Company's business and the timely assumption by the Company, or by a supplier to the Company, of Genworth Services.

(b) During the term of this Agreement, the Company shall provide, or cause to be provided, the following support, which support shall be in addition to Company Services described in Schedule B, at cost to Genworth except for any applicable Other Costs to be determined and paid in accordance with Article V:

(i) the Company shall provide, or cause to be provided, current and reasonably available historical data related to the Company Services as reasonably required by Genworth in a manner and within a time period as mutually agreed by the parties; and

(ii) the Company shall make reasonably available to Genworth employees and contractors of the Company Group whose assistance, expertise or presence is necessary to assist Genworth's transition team in establishing a fully functioning stand-alone environment in respect of the Genworth Businesses and the timely assumption by Genworth, or by a supplier of Genworth, of Company Services.

SECTION 2.04 Genworth Services Manager. Genworth will designate a dedicated services account manager (the "Genworth Services Manager") who will be directly responsible for coordinating and managing the delivery of the Genworth Services and will have authority to act on Genworth's behalf with respect to the Services. The Genworth Services Manager will work with the Company Services Manager to address the Company's issues and the parties' relationship under this Agreement.

SECTION 2.05 Company Services Manager. The Company will designate a dedicated services account manager (the "Company Services Manager") who will be directly responsible for coordinating and managing the delivery of the Services by the Company and will have authority to act on the Company's behalf with respect to the Services. The Company Services Manager will work with the Genworth Services Manager to address Genworth's issues and the parties' relationship under this Agreement.

SECTION 2.06 Performance and Receipt of Services. The following provisions shall apply to the Services:

(a) Security. Each Provider and Recipient shall at all times comply with the Data Security and Cybersecurity Program with respect to the performance, access and/or use of the Services.

(b) Reasonable Care. Each Provider and Recipient shall at all times comply with the Data Security and Cybersecurity Program providing and receiving the Services to (i) prevent access to the Services by unauthorized Persons and (ii) not damage, disrupt or interrupt the Services.

(c) Status. Each Provider shall, consistent and in accordance with the Data Security and Cybersecurity Program, provide each Recipient such information regarding the status of the Services being provided as may be reasonably requested by the Recipient from time to time.

SECTION 2.07 Standard for Services. Except as otherwise provided in this Agreement (including in Schedule A and Schedule B hereto), the Provider agrees to (a) perform the Services such that the nature, quality, standard of care and the service levels at which such Services are performed are no less than the nature, quality, standard of care and service levels at which the substantially same services were performed by or on behalf of the Provider during the last twelve (12) months, (i) to Recipient prior to the date hereof in which such services were performed by or on behalf of the Provider in the ordinary course or (ii) to itself or its Affiliates during the term of this Agreement and (b) pass-through any service levels made available to the Provider for a Service performed by a subcontractor (the "Standard for Services").

SECTION 2.08 Insurance. Each Provider shall maintain sufficient insurance coverage in respect of its provision of Services in accordance with customary market practices and shall provide the Recipient such evidence of such insurance coverage as the Recipient may reasonably request.

ARTICLE III

OTHER ARRANGEMENTS

SECTION 3.01 Vendor Agreements.

(a) During the period beginning on the date hereof and ending on the relevant Agreement Termination Date, Genworth is or may become a party to certain corporate purchasing contracts, master services agreements, vendor contracts, software and other Intellectual Property licenses or similar agreements unrelated to the Genworth Services (the "Genworth Vendor Agreements") under which (or under open work orders thereunder) the Company and its Affiliates purchase goods or services, license rights to use Intellectual Property and realize certain other benefits and rights. The parties hereby agree that the Company and its Affiliates shall continue to retain the right to purchase goods or services and continue to realize such other benefits and rights under each Genworth Vendor Agreement to the extent allowed by such Genworth Vendor Agreement ("Company Purchasing Rights") until the expiration or

termination date of such Company Purchasing Rights pursuant to the terms of such Genworth Vendor Agreement (including any voluntary termination of such Genworth Vendor Agreement by Genworth). Additionally, for so long as the Company Purchasing Rights remain in full force and effect under a Genworth Vendor Agreement and the Company or its Affiliates continue to exercise their Company Purchasing Rights under such Genworth Vendor Agreement and for a period of six (6) months thereafter, Genworth shall use its commercially reasonable efforts, upon the written request of the Company, to assist the Company in obtaining a purchasing contract, master services agreement, vendor contract or similar agreement directly with the third party provider that is a party to the Genworth Vendor Agreement. If:

(i) Genworth has the right to allow the Company, any members of the Company Group, or any of their respective Affiliates to continue exercising the right to purchase goods or services as Company Purchasing Rights under a Genworth Vendor Agreement beyond the Agreement Termination Date; and

(ii) the Company requests from Genworth an extension of those Company Purchasing Rights under that Genworth Vendor Agreement beyond the Agreement Termination Date,

then Genworth will continue to allow the Company, any members of the Company Group, and any of their respective Affiliates to exercise those Company Purchasing Rights under that Genworth Vendor Agreement until the earlier of:

(i) twelve (12) months after the Agreement Termination Date; and

(ii) the date that Genworth ceases to have the right to allow the Company, members of the Company Group, or their respective Affiliates to continue exercising Company Purchasing Rights under that Genworth Vendor Agreement.

(b) During the period beginning on the date hereof and ending on the relevant Agreement Termination Date, the Company is or may become a party to certain corporate purchasing contracts, master services agreements, vendor contracts, software and other Intellectual Property licenses or similar agreements unrelated to the Company Services (the "Company Vendor Agreements" and, together with the Genworth Vendor Agreements, the "Vendor Agreements") under which (or under open work orders thereunder) Genworth and its Affiliates purchase goods or services, license rights to use Intellectual Property and realize certain other benefits and rights. The parties hereby agree that Genworth and its Affiliates shall continue to retain the right to purchase goods or services and continue to realize such other benefits and rights under each Company Vendor Agreement to the extent allowed by such Company Vendor Agreement ("Genworth Purchasing Rights") until the expiration or termination date of such Genworth Purchasing Rights pursuant to the terms of such Company Vendor Agreement (including any voluntary termination of such Company Vendor Agreement by the Company). Additionally, for so long as the Genworth Purchasing Rights remain in full force and effect under a Company Vendor Agreement and Genworth or its Affiliates continue to exercise their Genworth Purchasing Rights under such Company Vendor Agreement and for a period of six (6) months thereafter, the Company shall use its commercially reasonable efforts, upon the written request of Genworth, to assist Genworth in obtaining a purchasing contract, master

services agreement, vendor contract or similar agreement directly with the third party provider that is a party to a Company Vendor Agreement. If:

(i) the Company has the right to allow Genworth and its Affiliates to continue exercising the right to purchase goods or services as Genworth Purchasing Rights under a Company Vendor Agreement beyond the Agreement Termination Date; and

(ii) Genworth requests from the Company an extension of those Genworth Purchasing Rights under that Company Vendor Agreement beyond the Agreement Termination Date,

Then the Company will continue to allow Genworth and its Affiliates to exercise those Genworth Purchasing Rights under that Company Vendor Agreement until the earlier of:

(iii) twelve (12) months after the Agreement Termination Date; and

(iv) the date that the Company ceases to have the right to allow Genworth or its Affiliates to continue exercising Genworth Purchasing Rights under that Company Vendor Agreement.

(c) The Company shall indemnify defend and hold harmless on an After-Tax Basis each member of the Genworth Group and each of their respective directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Genworth Indemnified Parties"), from and against any and all Liabilities of the Genworth Indemnified Parties relating to, arising out of or resulting from any members of the Company Group, or any of their respective Affiliates purchasing goods or services, licensing rights to use Intellectual Property or otherwise realizing benefits and rights under any Genworth Vendor Agreements.

(d) Genworth shall indemnify, defend and hold harmless on an After-Tax Basis each member of the Company Group and each of their respective directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Company Indemnified Parties"), from and against any and all Liabilities of the Company Indemnified Parties relating to, arising out of or resulting from Genworth or any of its Affiliates purchasing goods or services, licensing rights to use Intellectual Property or otherwise realizing benefits and rights under any Company Vendor Agreements.

SECTION 3.02 Termination of Agreements.

(a) Except as set forth in Section 3.02(b), as of the date of Closing, this Agreement hereby terminates and replaces, solely with respect to the Company Group, the following agreements and arrangements:

(i) the Services and Shared Expenses Agreement, dated as of January 1, 2004, by and among Genworth North America Corporation (formerly known as GNA Corporation), Genworth Mortgage Insurance Corporation (formerly known as General Electric Mortgage Insurance Corporation), Genworth Mortgage Insurance

Corporation of North Carolina (formerly known as General Electric Mortgage Insurance Corporation of North Carolina), Genworth Mortgage Reinsurance Corporation of North Carolina (formerly known as GE Mortgage Reinsurance Corporation of North Carolina), Genworth Financial Assurance Corporation (formerly known as Private Residential Mortgage Insurance Corporation), GE Residential Mortgage Insurance Corporation of North Carolina and General Electric Home Equity Insurance Corporation of North Carolina);; and

(ii) all other agreements and arrangements between or among the parties hereto dealing with the subject matter of any Service.

The termination of the agreements above under this Section 3.02(a) does not affect any accrued rights and liabilities of the parties under those agreements as at termination.

(b) The provisions of Section 3.02(a), above, shall not apply to any of the following agreements, arrangements, commitments or understandings (or to any of the provisions thereof):

(i) any other Transaction Documents (as defined in the Master Agreement); and

(ii) any agreements, arrangements, commitments or understandings to which any Person other than the parties hereto and their respective Affiliates is a party; or

(iii) any accounts payable or accounts receivable between the Genworth Group and the Company Group, attributable to the period up to and including the date of Closing, reflected in the books and records of the parties or otherwise documented in writing in accordance with past practices in respect of the obligations described in Section 3.02(a)(i) and 3.01(a)(ii) above; or

(iv) any other agreements, arrangements, commitments or understandings that this Agreement expressly contemplates will survive the Closing.

ARTICLE IV

ADDITIONAL AGREEMENTS

SECTION 4.01 Consents. The parties hereto acknowledge and agree that certain consents, approvals, notices, registrations, recordings, filings and other actions with respect to applicable licenses or contracts (collectively, "Consents") may need to be obtained in connection with the Services. If a Provider becomes aware that it is required to obtain any Consent in order to provide the Services to the Recipient and the Provider is required to incur any charges to a third party for that Consent, then:

(a) the Provider shall notify the Recipient of the Consent and the charges the Provider may be required to pay to a third party in respect of that Consent; and

(b) unless the parties agree that the Service which requires that Consent is no longer required, the Provider agrees to use commercially reasonable efforts to obtain that

Consent and the Recipient shall promptly reimburse the Provider for any out-of-pocket costs and all charges incurred by the Provider to obtain, perform or otherwise satisfy such Consents.

SECTION 4.02 Access.

(a) The Company will allow Genworth and its Representatives reasonable access to the facilities of the Company necessary for the performance of the Genworth Services listed on Schedule A for Genworth to fulfill its obligations under this Agreement, provided that in connection with such access, Genworth and its Representatives shall comply with any of the Company's applicable security and access policies.

(b) Genworth will allow the Company and its Representatives reasonable access to the facilities of Genworth necessary for the performance of Company Services listed on Schedule B for the Company to fulfill its obligations under this Agreement, provided that in connection with such access, the Company and its Representatives shall comply with any of Genworth's applicable security and access policies.

(c) Each Recipient shall, in accordance with the Data Security and Cybersecurity Program, have the right to audit or to have its independent auditors audit any and all Services provided by the Provider at least once in any twelve (12) month period.

(d) The parties acknowledge that the US regulators including the Securities and Exchange Commission and various state insurance regulators, together with Fannie Mae and Freddie Mac, have supervisory obligations and rights in respect of members of the Genworth Group ("Governmental Authorities"). The parties agree to cooperate with Governmental Authorities with respect to any review, examination or monitoring, or request for either party's internal information relating to the Company Services and shall share with each other and Governmental Authorities any such information as those Governmental Authorities shall require pursuant to the exercise of their respective supervisory powers or audit rights. In connection with any matter relating to the Company Services that is identified by Governmental Authorities, the parties will, to the extent permitted by law, cooperate to review the matter at the time that it is raised, will consult concerning possible responses and consider jointly any regulatory decision including, where such matter involves a regulatory change mandated, the effect of such decision on the Company Services.

ARTICLE V

COSTS AND DISBURSEMENTS; PAYMENTS

SECTION 5.01 Calculation and Adjustment of Service Charges

(a) Subject to Section 5.01(c), each Recipient shall pay the applicable service charges ("Service Charges") specified in the Schedules to this Agreement for each Service received by such party in accordance with this Article V. Schedule A indicates for each Service whether the charge for such Service will be (i) Direct Bill Charge; or (ii) Overhead Allocation Charge. Without limiting the foregoing, in no event shall Schedule A be modified, except by agreement of the Parties.

(b) Schedules A and B, as applicable, set forth the specific Service Charges for the Services, or the basis for the determination thereof, that shall apply from the date of Closing until December 31, 2022. On or before June 30, 2022, the Genworth Services Manager and the Company Services Manager shall have completed a review of the status of each Service, the anticipated need for such Service by the relevant Recipient in the twelve (12) months following December 31, 2022, and the Provider's costs for delivering the Services. Following such review, the Genworth Services Manager and the Company Services Manager shall jointly determine on behalf of the parties appropriate modifications to the descriptions and quantities of Services (including termination of specific Services) and the related Service Charges to apply in the calendar year beginning January 1, 2023. Such review and modification procedure shall be repeated for each calendar year period of the term thereafter, with the aforementioned review by the Genworth Services Manager and the Company Services Manager to be completed on or before the last day of June of the then-current period to determine the modifications (if any) which shall apply in respect of the next calendar year. The respective Service Managers shall work collaboratively to schedule the Genworth Services to ensure that the Service Charges will not exceed the Genworth Charges Cap described in Section 5.01(c).

(c) The parties acknowledge that the provision of each Service is not part of either Provider's primary business and that the provision of Services by each Provider is intended solely to facilitate the continuity of the Recipient's business operations during the period from the date of Closing until this Agreement terminates or a Service is no longer provided under this Agreement in accordance with the terms of this Agreement. Accordingly, the parties hereto acknowledge and agree that: (i) to the extent that a Service was being provided immediately prior to the date of Closing, the Service Charge in respect of that Service has been and shall continue to be calculated in a manner consistent with past practice, with no markup; (ii) to the extent that a Service had not been provided immediately prior to the date of Closing, the Service Charge in respect of that Service shall be calculated to be Provider's good faith commercially reasonable estimated cost.

(d) Notwithstanding Section 5.01(a) and the Service Charges set forth in Schedule A, in no event will the portion of the Service Charge attributable to Overhead Allocation Service Charges payable by Company to Genworth exceed the amounts set forth in Schedule D (the, "Genworth Charges Cap").

SECTION 5.02 Invoicing and Payment. The Provider of each Service shall issue an invoice to the Recipient quarterly in respect of Services provided in the immediately preceding quarter (which will reflect a pro-rated portion of the relevant Service Charges for that quarter in respect of any Service that commences or terminates during that quarter) and the Recipient shall pay all undisputed amounts under each such invoice within forty five (45) days following its receipt thereof from the Provider. Further, in connection with performance of the Services, the Provider may incur certain out-of-pocket costs (the "Other Costs"), which shall, without duplication, either be paid directly by the Recipient or reimbursed to the Provider by the Recipient; provided that any Other Costs shall only be payable by the Company or Genworth, as the case may be, in accordance with this Section 5.02 if (i) such Other Costs have been authorized in writing by the Company Services Manager (if the Company is the Recipient) or the Genworth Services Manager (if Genworth is the Recipient) prior to having been incurred by the

Provider and (ii) the Recipient receives from the Provider reasonably detailed data and other documentation sufficient to support the calculation of amounts due to the Provider as a result of such Other Costs. Notwithstanding the preceding sentence, a Provider may not receive an advancement for any costs under this Agreement unless such advancement is to pay for a Service and has been authorized in writing by the Company Services Manager (if the Company is the Recipient) or the Genworth Services Manager (if Genworth is the Recipient).

SECTION 5.03 Taxes. The provisions of Section 4.4 of the Master Agreement are incorporated herein and made an integral part of this Agreement.

SECTION 5.04 Transfer Pricing. If either of the parties is required to undertake a transfer pricing study for the purpose of US taxation laws or the parties otherwise agree to undertake a transfer pricing study in respect of any of the Services under this Agreement, the parties agree to share any third party costs of the study in equal proportions.

ARTICLE VI

GENERAL COVENANTS; REPRESENTATIONS AND WARRANTIES

SECTION 6.01 Compliance with Laws. Each of Genworth and the Company shall (and shall ensure that their respective Affiliates shall) comply with all applicable Laws when providing or receiving the Services or when performing obligations under this Agreement. Without limiting the generality of the foregoing, each of Genworth and the Company shall (and shall ensure that their respective Affiliates shall) comply with, and shall take all necessary measures to ensure that (a) its actions (or lack of action) do not result in non-compliance by any party (or their Affiliates), with the provisions of the Privacy Act, HIPAA, Gramm-Leach-Bliley Act, and any similar federal or state legislation and regulations, including the provisions relating to the collection, use, retention and disclosure of Personal Information, (b) the transfer of any information hereunder is in compliance with applicable Laws relating to privacy, export control or other similar matters, (c) upon the earlier of (i) receiving a request from the provider of Personal Information and (ii) when such Personal Information is no longer needed in connection with the provision of the applicable Services, the recipient of such Personal Information shall deliver all such Personal Information to such provider in whatever form (or, at the request of the Provider, all physical copies of such Personal Information shall be destroyed and all electronic copies shall be deleted in a manner that ensures the same may not be retrieved or undeleted), and (d) it shall cooperate with any investigation with respect to a possible breach of applicable Laws relating to privacy.

SECTION 6.02 No Representations and Warranties. Each party acknowledges and agrees that:

(i) the other party is not in the business of providing services such as the Services to third parties;

(ii) each party has agreed to provide its respective Services as an accommodation to the other party; and

(iii) except as otherwise set forth herein, neither party makes any representation or warranty whatsoever regarding the Services or any other matters relating to or arising out of this Agreement (except to the extent that applicable Law does not permit the exclusion of such representation or warranty).

ARTICLE VII

INDEMNIFICATION REGARDING SERVICES; LIMITATION ON LIABILITY

SECTION 7.01 The parties agree that their sole and exclusive remedy pursuant to or in connection with this Agreement shall be a contractual claim for damages, and all other remedies of any description, including equitable remedies, are hereby excluded to the fullest extent permitted by Law.

SECTION 7.02 Nothing in this Agreement shall limit or exclude the liability of either party for: (i) fraud or fraudulent misrepresentation; (ii) where limitation or exclusion is not permitted by Law; or (iii) willful misconduct by the Provider to provide the Services.

SECTION 7.03 Without prejudice to Section 7.01, and notwithstanding anything to the contrary set forth herein, whether or not either party has been advised of the possibility of such damages, neither party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any: loss of profit (whether direct or indirect); loss of goodwill; loss or corruption of data, loss of business; loss of business opportunity; loss of anticipated saving; or for any special, indirect, punitive, consequential, exemplary, statutorily enhanced or similar damages or losses suffered by the other party that arises under or in connection with this Agreement.

SECTION 7.04 Any indemnity contained in this Agreement shall be reduced dollar-for-dollar by any applicable insurance collected by the indemnified party with respect to the claims covered by such indemnity.

SECTION 7.05 Subject to Section 7.01, the total aggregate liability of the Company and the Company Group on the one hand and Genworth and the Genworth Group on the other hand under or in connection with this Agreement, arising under contract, tort, negligence, by statute or otherwise howsoever, shall not exceed the Service Charges paid or payable by the Recipient for the twelve (12) -consecutive-month portion of the term of this Agreement preceding the date of the occurrence of the applicable event, act or omission giving rise to such liability or, if fewer than twelve (12) months have elapsed since the date of this Agreement, then twelve (12) times the average monthly Service Charges paid or payable during the elapsed time since the date of this Agreement.

SECTION 7.06 Indemnification of Each Recipient. Each Provider shall indemnify, defend and hold harmless a Recipient from and against any and all Liabilities that a Recipient may suffer or incur arising out of or in connection with: (i) any allegation that its use of the Services in accordance with this Agreement infringes the intellectual property of a third party and/or (ii) in the event of fraud, fraudulent misrepresentation, gross negligence or willful misconduct on the part of a Provider in connection with its provision of the Services to a Recipient.

SECTION 7.07 Indemnification Procedures. The matters set forth in Sections 6.7 to 6.10of the Master Agreement are and shall be deemed to be incorporated into and made an integral part of this Agreement, with the necessary changes.

SECTION 7.08 Liability for Payment Obligations. Nothing in this Article VII shall be deemed to eliminate or limit, in any respect, Genworth's or the Company's express obligation in this Agreement to pay or reimburse, as applicable, for (a) Service Charges for Services rendered in accordance with this Agreement, (b) Other Costs, (c) amounts in respect of conversion services provided pursuant to Section 2.03 (Additional Support), (d) amounts payable with respect to Consents in accordance with Section 4.01; (e) amounts payable or reimbursable pursuant to Section 10.04 (Books and Records), (f) amounts payable or reimbursable pursuant to Section 10.06 (Regulatory Approval and Compliance), and (g) amounts payable or reimbursable pursuant to Section 10.09 (Assignment; No Third Party Beneficiaries).

SECTION 7.09 Benefit of Agreement. Genworth enters into this Agreement for itself and holds the benefit of this Agreement on trust for its Affiliates and Genworth's and its Affiliates' respective directors, officers and employees and each of the heirs, executors, successors and assigns of the foregoing. The Company enters into this Agreement for itself and holds the benefit of this Agreement on trust for its Affiliates and the Company's and its Affiliates' respective directors, officers and employees and each of the heirs, executors, successors and assigns of the foregoing.

ARTICLE VIII

DISPUTE RESOLUTION

SECTION 8.01 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of Laws principles of the State of Delaware.

SECTION 8.02 Dispute Resolution. If any party claims that any dispute, controversy or claim has arisen out of, or relating to this Agreement (a "Dispute"), that party must give written notice to the other specifying the nature of the Dispute. To the extent not resolved within fifteen (15) Business Days after such a notice is given through discussions between senior representatives of Genworth and the Company, the Dispute shall be resolved in accordance with Article IX of the Master Agreement, which shall be the sole and exclusive procedures for the resolution of any such Dispute.

ARTICLE IX

TERMINATION

SECTION 9.01 Termination

(a) The term of this Agreement shall commence on the date hereof and, shall continue until the earliest of: (a) the date on which the last of the Services as set forth on Schedule A and Schedule B under this Agreement is expired or terminated (each a "Service Termination Date"), or (b) the date on which this Agreement is otherwise terminated as

permitted under this Agreement. This Agreement shall automatically terminate twelve (12) months after the Trigger Date. The date on which the Agreement terminates (in whole) pursuant to its terms is known as the "Agreement Termination Date".

(b) In the event a Recipient expects to require the receipt of a Service after the scheduled discontinuation of such Service in accordance with the terms of this Agreement, the Recipient shall provide written notice (an "Extension Notice") to the Provider not less than 30 days prior to the scheduled discontinuation of such Service.

(c) In the event a Recipient delivers an Extension Notice to a Provider in accordance with Section 9.01(b): for any Extension Notice served by a Recipient for a first extension the provision of the relevant Service(s) may be extended for a time period up to 3 months (or such other time as mutually agreed upon by the parties); for any Extension Notice served by a Recipient for second extension, the provision of the relevant Service(s) may only be extended for such time period mutually agreed upon by the parties; or where the serving of the Extension Notice was required by any delay which arises by the fault of Provider, the provision of the relevant Service(s) shall be extended by such period as may reasonably be required to compensate for such delay; in each case, such period, an "Extension Period".

(d) During an Extension Period, the Standard of Services for each Service shall be the same as were in effect prior to the termination of such Service and the Services Charge for each Service shall be the same as were in effect prior to the termination of each such Service plus any additional costs (e.g. consents, license or other approvals) that are associated with Provider's continued provision of each such Service during an Extension Period.

(e) In addition to and not in limitation of the rights and obligations set forth in Section 10.03, upon the request of the Recipient of a Service,

(i) the Provider of such Service will, during the term of this Agreement during which such Provider is providing such Service to the Recipient, cooperate with the Recipient and use its good faith, commercially reasonable efforts to assist the transition of such Service to the Recipient (or Affiliate of the Recipient or such third-party vendor designated by the Recipient) by the applicable Service Termination Date for such Service or such other termination date as is agreed to by the parties, and

(ii) the Provider of such Service will, for a reasonable period of time after the applicable Service Termination Date of any such Service cooperate with the Recipient and use its good faith, commercially reasonable efforts to assist the transition of such Service to the Recipient (or Affiliate of the Recipient or such third-party vendor designated by the Recipient) as soon as reasonably practicable.

(f) By agreement of the parties, in connection with the transfer or assumption of any Service, the resources associated with providing such Service may be transferred and/or assigned permanently from Provider to the Recipient. Upon assumption of the Service by the Recipient, the Service shall be treated as terminated under the provisions of this Article IX, and the Provider will have no further obligation to provide such Service, and the Recipient will have no obligation to pay any future Service Charges or Other Costs relating to any such Service.

(g) Either party may terminate its obligation to provide or its obligation to receive any of the Services (each, a "Terminated Service") for its convenience and in its absolute discretion by providing, unless otherwise mutually agreed to by the parties in writing, the other party not less than one hundred eighty (180) days prior written notice setting forth the termination date for the Terminated Service, provided however, that the Company may not terminate for convenience any Service that would dismiss or effect a change in the current independent registered public accounting firm of the Company or engage an independent registered public accounting firm for the Company that is different from the independent registered public accounting firm for Genworth. Notwithstanding either party's right to terminate any Service as described above, for so long as Genworth continues using its current general ledger solution and system, Company will continue to use that same solution and system, and for so long as Genworth continues using its current business performance management software solution, Company will continue to use that same software solution for financial planning and analysis purposes. If the Terminated Service is being provided under a Supplier Agreement that cannot be terminated (or cannot be modified or amended to eliminate the expense associated with the delivery of such Service to the Recipient) within the one hundred eighty (180) days of such notice, then the party seeking to terminate the Terminated Service must either (x) provide such additional written notice to coincide with the date such Supplier Agreement terminates (or can be modified or amended to eliminate the expenses associated with the delivery of such Terminated Service to the Recipient), up to an additional one hundred eighty (180) days (for a total not to exceed 360 days prior written notice) or (y) elect to terminate the Terminated Service upon the expiration of the first one hundred eighty (180) day notice period and pay all expenses and any costs incurred by the non-terminating party in connection with any such Supplier Agreements associated with the termination of the Terminated Service upon the expiration of such first one hundred eighty (180) day notice period.

(h) Any notices under this Section 9.01 shall (in addition to the notice requirements in Section 10.05) also be provided in writing if to Genworth, to Genworth's Chief Executive Officer and its Genworth Shared Services Leader, and if to Company, to Company's Chief Executive Officer and its Shared Services Leader.

SECTION 9.02 Effect of Termination. Except with respect to any Service that is continuing to be provided pursuant to Section 9.01(c), after the termination of such Service or pursuant to a requirement to provide transition services, upon termination or expiration of any Service pursuant to this Agreement, the relevant Provider will have no further obligation to provide the terminated Service, and the relevant Recipient will have no obligation to pay any future Service Charges or Other Costs relating to any such Service (other than for or in respect of Services or Undertakings provided in accordance with the terms of this Agreement and received by such Recipient prior to such termination). Upon termination of this Agreement in respect of all Services in accordance with its terms, no Provider will have any further obligation to provide any Service or Undertaking, and no Recipient will have any obligation to pay any Service Charges or Other Costs relating to any Service or Undertaking or make any other payments under this Agreement (other than for or in respect of Services or Undertakings received by such Recipient prior to such termination or rights that may accrue in respect of this Agreement). Any property, Intellectual Property, Confidential Information, or information or other assets owned or

controlled by a party will remain owned or controlled by that party and if any of the foregoing are in the possession of the other party at termination, such asset(s) shall be returned by such other party upon request following termination of the Service or this Agreement, as applicable. Further, all funds and invested assets of a Recipient may only be held for the benefit of such Recipient and will remain the exclusive property of and subject to the control of such Recipient at all times. Notwithstanding the foregoing, a party may retain copies of the foregoing information to the extent such copies are electronically stored pursuant to the Receiving Party's ordinary course backup procedures (including, without limitation, those regarding electronic communication), and otherwise as may be required by applicable Law, so long as such copies are kept confidential as required under this Agreement and are used for no other purpose. For the avoidance of doubt, this Agreement shall not infringe on Genworth's rights to use the Company's Confidential Information as set forth in the Master Agreement.

SECTION 9.03 Survival. Article V (Costs and Disbursements; Payments), Article VII (Indemnification Regarding Services; Limitation on Liability), Article VIII (Dispute Resolution), Section 9.01(c)(ii) (Termination), Section 9.02 (Effect of Termination), Section 9.03 (Survival), and Article X (General Provisions) shall survive the expiration or other termination of this Agreement and remain in full force and effect.

SECTION 9.04 Business Continuity; Force Majeure.

(a) Prior to the Trigger Date, each of Genworth and the Company shall maintain and comply with Genworth's then current disaster recovery and business continuity plans and procedures. On or after the Trigger Date, the Company shall maintain and comply with a reasonable disaster recovery and business continuity plan designed to help ensure that it can continue to provide the Services in accordance with this Agreement in the event of a disaster or other significant event that might otherwise impact its operations. Upon the written request of a Recipient, a Provider shall (i) disclose to the Recipient the Provider's disaster recovery, crisis management and business continuity plans and procedures applicable to a Service and (ii) permit the Recipient to participate in testing of such disaster recovery, crisis management and business continuity plans and procedures, in each case so that the Recipient may assess such plans and procedures and develop or modify its own such plans and procedures in connection with the Service as Recipient reasonably deems necessary.

(b) No party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure; provided, that such party shall have complied fully with the procedures described in its disaster recovery, crisis management, and business continuity plan. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (i) notify the other party of the nature and extent of any such Force Majeure condition and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practical.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01 Independent Contractors. In providing Services hereunder, the Provider shall act solely as an independent contractor and nothing in this Agreement shall constitute or be construed to be or create a partnership, joint venture, employment or principal/agent relationship between the Provider and any of its Affiliates or their respective employees, agents or subcontractors, on the one hand, and the Recipient and any of its Affiliates or their respective employees, agents or subcontractors, on the other. All Persons employed by the Provider or an Affiliate in the performance of its obligations under this Agreement shall be the sole responsibility of the Provider.

SECTION 10.02 Subcontractors. Any Provider or Affiliate may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement upon notice to Recipient; provided that such Provider shall cause such subcontractors to comply with the terms of this Agreement, as applicable, including the Data Security and Cybersecurity Program and Provider shall in all cases remain responsible for all its obligations under this Agreement, including with respect to the scope of the Services, the Standard for Services and the content of the Services provided to the Recipient or an Affiliate of the Recipient. Under no circumstances shall any Recipient or Affiliate be responsible for making any payments directly to any subcontractor engaged by a Provider. The right to audit set out in Section 4.02(c) shall apply in respect of any subcontractors engaged to perform any obligations under this Agreement.

SECTION 10.03 Cooperation; Additional Services.

(a) The requirements of Section 7.1 of the Master Agreement are and shall be deemed to be incorporated and made an integral part of this Agreement.

(b) The parties hereto have made a good faith effort to identify each Service and to complete the content of the Schedules accurately. However, the parties acknowledge and agree that, notwithstanding those efforts, either party hereto may, from time to time during the term of this Agreement, identify a need for additional or other transition services to be provided by or on behalf of the Company or Genworth. The parties hereto agree to negotiate in good faith to provide such additional or other services (provided, that such services are of a type generally provided by the relevant Provider at such time and are not services referred to in Section 2.01(g)) and the applicable Service Charges, payment procedures, and other rights and obligations (including in relation to any Intellectual Property) with respect thereto. To the extent practicable, such additional or other services shall be provided on terms substantially similar to those applicable to Services of similar types and otherwise on terms (including the Standard of Services) consistent with those contained in this Agreement. The parties hereto further acknowledge and agree that any modification of this Agreement or the Schedules to reflect such additional or other services may be made orally or in writing; provided, that any oral modification is later reduced to writing.

SECTION 10.04 Books and Records. All Recipient Data shall be the exclusive property of such Recipient or Affiliate. The Recipient, at its sole cost and expense, shall have the

right to inspect, and make copies of, any such Recipient Data during regular business hours upon reasonable advance notice to the Provider. At the sole cost and expense of the Recipient, upon termination of the provision of any Service, the relevant Recipient Data relating to such terminated Service shall be delivered by the Provider to the Recipient in its existing format or another format, if such other format is mutually agreed upon by the Provider and the Recipient, to the address of the Recipient set forth in Section 10.05 or any other mutually agreed upon location; provided, however, that the Provider shall be entitled to retain one copy of all such Recipient Data relating to such terminated Service for archival purposes and for purposes of responding to any dispute that may arise with respect thereto or to comply with applicable Law.

SECTION 10.05 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.05):

if to Genworth, to:

Genworth Financial, Inc.
6620 West Broad Street
Richmond, VA 23230
Attention: General Counsel
Phone: 804.662.2574

Email: GNWgeneralcounsel@genworth.com

if to the Company, to:

Genworth Mortgage Holdings, Inc.
8325 Six Forks Rd.
Raleigh, NC 27615
Attention: General Counsel
Email: USMIGeneralCounsel@genworth.com

SECTION 10.06 Regulatory Approval and Compliance. Each of Genworth and the Company shall be responsible for its, and its Affiliates, own compliance with any and all applicable Laws relating to its performance under this Agreement; provided, however, that each of Genworth and the Company shall, subject to reimbursement of out-of-pocket expenses by the requesting party, cooperate and provide one another with all reasonably requested assistance (including the execution of documents and the provision of relevant information) required by the requesting party to ensure compliance with all applicable Laws in connection with any regulatory action, requirement, inquiry or examination related to this Agreement or the Services.

SECTION 10.07 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

SECTION 10.08 Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement (including the Schedules hereto and the herein referenced provisions of the Master Agreement and the Cross License) constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter of this Agreement. Nothing in this Agreement shall be deemed to be an amendment to any Benefit Arrangement sponsored or maintained by any member of the Genworth Group or to prohibit any member of the Genworth Group from adopting, amending, modifying or terminating any Benefit Arrangement sponsored or maintained by any member of the Genworth Group at any time within its sole discretion.

SECTION 10.09 Assignment; No Third-Party Beneficiaries.

(a) Except as otherwise set forth in this Section 10.09, the assignment of this Agreement shall be governed by the provisions of Section 10.8 of the Master Agreement.

(b) The parties hereto agree as follows: (i) in the event the Company sells substantially all of the Company Business (the "Company Divested Unit") to a third party, Genworth shall remain obligated to continue to provide the Genworth Services to such Company Divested Unit (but not otherwise to such third party acquirer) to the extent it was providing such Genworth Services immediately prior to such divestiture, pursuant to the terms of this Agreement, unless otherwise agreed upon by the parties hereto, (ii) in the event Genworth sells substantially all of any Genworth Business (a "Genworth Divested Unit") to a third party, the Company shall remain obligated to continue to provide Company Services to such Genworth Divested Unit (but not otherwise to such third party acquirer) to the extent it was providing such Company Services immediately prior to such divestiture, pursuant to the terms of this Agreement, unless otherwise agreed upon by the parties hereto, (iii) in the event the Company acquires a business or portion thereof by merger, stock purchase, asset purchase, reinsurance or other means (a "Company Acquired Unit"), then Genworth shall be obligated to provide the Genworth Services to such Company Acquired Unit, to the extent applicable, pursuant to the terms of this Agreement, unless otherwise agreed upon by the parties hereto; provided, however, that in the event that the acquisition of a Company Acquired Unit results in a change in the volume or quantity of any Genworth Service which thereby causes a material change in Genworth's cost to provide such Genworth Service, then the requirements of Section 5.01(b) shall apply, (iv) in the event Genworth acquires a business that engages in a business of the type engaged in by the Genworth Businesses (a "Genworth Acquired Unit") then the Company shall be obligated to provide Company Services to such Genworth Acquired Unit, to the extent

applicable, pursuant to the terms of this Agreement, unless otherwise agreed upon by the parties hereto; provided, however, that in the event that the acquisition of a Genworth Acquired Unit results in a change in the volume or quantity of any Company Service which thereby causes a material change in the Company's cost to provide such Company Service, then the parties shall negotiate in good faith and use their commercially reasonable efforts to agree upon a mutually agreeable adjustment to the relevant Service Charges to reflect such material changes.

(c) Notwithstanding the requirements of Section 10.09(a) and 10.09(b) above, Genworth's obligation to provide Services to a Company Divested Unit and the Company's obligation (except under Section 2.01(b) with respect to the Canada Divested Unit) to provide Services to a Genworth Divested Unit shall be subject to (i) at the sole discretion of the Provider of the Services, the implementation of new Service Charges (solely with respect to Services to be provided to such Divested Unit) proposed by the Provider of such Services that are consistent with applicable market rates for such Services; (ii) the seller of such Divested Unit or the third party purchaser of such Divested Unit agreeing (directly with the Provider) to pay, or cause to be paid, any incremental fees or expenses incurred by the Provider in connection with establishing or transitioning the provision of such Services to the third party; (iii) obtaining any consents that are necessary to enable the Provider to provide the Services to the third party; provided, that Genworth and the Company shall each use commercially reasonable efforts to obtain any such consents; (iv) the third party purchaser of such Divested Unit agreeing (directly with the Provider) to any and all reasonable security measures implemented by the Provider in providing the Services as deemed necessary by the Provider to protect its Information Systems; and (v) the third party purchaser of such Divested Unit agreeing in writing (with each of Genworth and the Company) to be bound by all applicable provisions of this Agreement.

(d) This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 10.10 Confidentiality.

(a) Confidential Information. Subject to Section 10.10(c), each party must take the same steps it uses to protect its own Confidential Information, but in no event less than commercially reasonable steps, to ensure that its officers, employees, agents, consultants, contractors and sub-contractors do not, without the other party's permission or where necessary to perform the Services: (a) use any of the other party's Confidential Information; (b) disclose any of the other party's Confidential Information to anyone else; or (c) make copies of materials incorporating any of the other party's Confidential Information.

(b) Terms of this document. Subject to Section 10.10(c), neither party may, without the consent of the other party, disclose the terms of this document to any other person.

(c) Exceptions. A party may disclose or use information, which it would otherwise be prevented from disclosing or using under Section 10.10(a) or Section 10.10(b), where: (i) the disclosure is to an Affiliate; (ii) required to do so by a Governmental Authority, applicable Law or relevant standards of a Government Authority; (iii) or required by the rules of

a stock exchange, but, as far as practicable, must notify the other party in advance of its intention to do so and take such steps as the other party reasonably requires to protect the confidentiality of the information. In addition, the parties acknowledge and agree that because they are Affiliates, the Confidential Information of Recipient may also be part of a Provider's own business records and as such, notwithstanding any other provision in this document to the contrary, during the term of this Agreement and for seven years after the date of termination, a Provider may use Confidential Information of a Recipient to the extent reasonably required by a Provider or any of its Affiliates for any lawful business purpose, including in connection with litigation, disputes, compliance, financial reporting (including financial audits of historical information), regulatory and accounting matters.

(d) Security and privacy. Each party shall implement and maintain technical and physical controls in accordance with the Data Security and Cybersecurity Program to protect the security and integrity of and prevent the theft, loss, damage and unauthorized access, use and disclosure of the other party's Confidential Information and Personal Information. Each party agrees if the Confidential Information includes any Personal Information, to comply with all applicable privacy and data protection laws and any reasonable privacy codes or policies adopted by the party that owns the Confidential Information within a reasonable period of time after they have been provided.

(e) Security Incidents. A party that receives Confidential Information or Personal Information of the other party ("Receiving Party") shall promptly notify the party who disclosed such Confidential Information or Personal Information ("Disclosing Party") of any Security Incident that results in the unauthorized access to, disruption of, or misuse of, the Disclosing Party's Confidential Information or Personal Information or any Information System on which the Disclosing Party's Confidential Information or Personal Information is stored or materially impacts a Providers' operations or Providers' ability to provide the Services in accordance with the Agreement. Notwithstanding the forgoing, a Recipient shall provide notice to a Provider if a Security Incident materially impacts a Recipient's operations or a Recipient's ability to receive the Services, in each case, in accordance with the Agreement. Required notices of a Security Incident if Genworth is the Disclosing Party shall be made to DataSecurityTeam.Genworth@genworth.com and in accordance with the formal notice requirements in this Agreement. Required notices of a Security Incident if the Company is the Disclosing Party shall be made to the Company's Chief Information Security Officer and in accordance with the formal notice requirements in this Agreement. The Receiving Party shall provide such notice following discovery and without unreasonable delay, but in no event later than three days following discovery of the Security Incident, even if not all information required by this Section is then available to the Receiving Party or all actions required by this Section have not been completed by the Receiving Party. If any such information is not available at the time of initial notification or any such activities have not been completed at the time of initial notification, the Receiving Party shall continue all commercially reasonable efforts to obtain such information and complete such activities and report to the Disclosing Party the progress and results of the foregoing. With respect to Security Incidents for which notification must be provided under this Agreement, the Receiving Party shall provide the Disclosing Party with a detailed description of the Security Incident, the type of data that was the subject of the Security

Incident, the name and any other personally identifying information of each affected individual, and any other information the Disclosing Party may reasonably request concerning the Security Incident. The Receiving Party agrees to take action immediately, at its own expense, to (i) investigate the Security Incident, including without limitation its causes and effects, (ii) identify, prevent and mitigate the effects of any such Security Incident, (iii) carry out any action necessary to remedy the cause of the Security Incident and prevent a recurrence, and (iv) inform the Disclosing Party of the progress and results of the foregoing. At the Disclosing Party's option, such action shall include without limitation: (A) Receiving Party's mailing of notices regarding the Security Incident to affected individuals, the content of which shall be subject to Disclosing Party's prior written approval; and/or (B) provision of credit monitoring or other similar service to affected individuals offered by a reputable provider, for a reasonable duration but in no event more than twelve months. Alternatively, the Disclosing Party may undertake either or both of the foregoing actions at Receiving Party's commercially reasonable expense. Receiving Party shall not issue any press release or make any other public filing, report or communication regarding any Security Incident for which notification must be provided under this Agreement without Disclosing Party's prior written approval unless otherwise required by applicable Law, regulation or governmental or judicial order; provided, that in such case the Receiving Party has given the Disclosing Party reasonable advance written notice of the intended disclosure and a reasonable opportunity to seek a protective order or other confidential treatment of the information, each to the extent permitted by law; provided, further, that the disclosure is limited to that required by such applicable law, regulation or governmental or judicial order.

SECTION 10.11 Amendment; Waiver. No provision of this Agreement may be amended or modified except by a written instrument signed by all the parties hereto. Either party hereto may, in its sole discretion, waive any and all rights granted to it in this Agreement; provided, the failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision; provided, further, that no waiver by either party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other preceding or subsequent breach.

SECTION 10.12 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) references to the terms Article, Section, paragraph, and Schedule are references to the Articles, Sections, paragraphs, and Schedules to this Agreement unless otherwise specified, (c) the word "including" and words of similar import shall mean "including, without limitation," (d) provisions shall apply, when appropriate, to successive events and transactions, (e) the table of contents and headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and (f) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

SECTION 10.13 Currency. All references in this Agreement to "dollars" or "$" are expressed in United States currency, unless otherwise specifically indicated.

SECTION 10.14 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email attachment shall be as effective as delivery of a manually executed counterpart of any such Agreement.

SECTION 10.15 No Right to Set-Off. The Recipient shall pay the full amount of costs and disbursements including Other Costs incurred under this Agreement, and shall not set off, counterclaim or otherwise withhold any other amount owed to the Provider on account of any obligation owed by the Provider to the Recipient.

SECTION 10.16 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES AND ANY ADDITIONAL SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SECTION 10.17 Conflicts. To the extent any term or provision of the Master Agreement, or any other document or other agreement executed in connection with transactions contemplated by the Master Agreement, is in conflict with any term or provision of this Agreement or any Schedule hereto, the terms and provisions of this Agreement and the Schedules hereto shall govern solely to the extent of any such conflict. To the extent any term or provision of this Agreement is in conflict with any term or provision of any Schedule hereto, the terms and provisions of the Schedules hereto shall govern solely to the extent of any such conflict.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENWORTH FINANCIAL, INC.

By: _____

Name:

Title:

GENWORTH MORTGAGE HOLDINGS, INC.

By: _____

Name:

Title:

SCHEDULE A

GENWORTH SERVICES

SCHEDULE A

SCHEDULE B

COMPANY SERVICES

SCHEDULE B

Schedule C

Excluded Services

SCHEDULE C

SCHEDULE D

GENWORTH CHARGES CAP

SCHEDULE D

GENWORTH MORTGAGE HOLDINGS, INC.
2021 OMNIBUS INCENTIVE PLAN

Section 1. Purpose of Plan.

The name of the Plan is the Genworth Mortgage Holdings, Inc. 2021 Omnibus Incentive Plan. The purposes of the Plan are to provide an additional incentive to selected officers, employees, non-employee directors, independent contractors, and consultants of the Company or its Affiliates whose contributions are essential to the growth and success of the business of the Company and its Affiliates, in order to strengthen the commitment of such persons to the Company and its Affiliates, motivate such persons to faithfully and diligently perform their responsibilities and attract and retain competent and dedicated persons whose efforts will result in the long-term growth and profitability of the Company and its Affiliates. To accomplish such purposes, the Plan provides that the Company may grant Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units (including Performance Stock Units), Stock Bonuses, Other Stock-Based Awards, Cash Awards or any combination of the foregoing.

Section 2. Definitions.

For purposes of the Plan, the following terms shall be defined as set forth below:

(a) "Administrator" means the Board, or, if and to the extent the Board does not administer the Plan, the Committee in accordance with Section 3 hereof.

(b) "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

(c) "Award" means any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit (including any Performance Stock Unit), Stock Bonus, Other Stock-Based Award or Cash Award granted under the Plan.

(d) "Award Agreement" means any written or electronic agreement, contract or other instrument or document evidencing an Award, including through electronic medium, which shall contain such terms and conditions with respect to an Award as the Administrator shall determine, consistent with the Plan. Each Participant who is granted an Award shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion.

(e) "Base Price" has the meaning set forth in Section 8(b) hereof.

(f) "Beneficial Owner" (or any variant thereof) has the meaning defined in Rule 13d-3 under the Exchange Act.

(g) "Board" means the Board of Directors of the Company.

(h) "Bylaws" means the amended and restated bylaws of the Company, as may be further amended and/or restated from time to time.

(i) "Cash Award" means an Award granted pursuant to Section 12 hereof.

(j) "Cause" has the meaning assigned to such term in the Award Agreement or in any individual employment, service or severance agreement ("Individual Agreement") with the Participant or, if any such Award Agreement or Individual Agreement does not define "Cause," Cause means (i) the commission of an act of fraud or dishonesty by the Participant in the course of the Participant's employment or service; (ii) the indictment of, or conviction of, or entering of a plea of nolo contendere by, the Participant for a crime constituting a felony or in respect of any act of fraud or dishonesty; (iii) the commission of an act by the Participant which would make the Participant or the Company (including any of its Subsidiaries or Affiliates) subject to being enjoined, suspended, barred or otherwise disciplined for violation of federal or state securities laws, rules or regulations, including a statutory disqualification; (iv) gross negligence or willful misconduct in connection with the performance of the Participant's duties in connection with the Participant's employment by or service to the Company (including any Subsidiary or Affiliate for whom the Participant may be employed by or providing services to at the time) or the Participant's failure to comply with any of the restrictive covenants to which the Participant is subject; (v) the Participant's willful failure to comply with any material policies or procedures of the Company as in effect from time to time, provided that the Participant shall have been delivered a copy of such policies or notice that they have been posted on a Company website prior to such compliance failure; or (vi) the Participant's failure to perform the material duties in connection with the Participant's position, unless the Participant remedies the failure referenced in this clause (vi) no later than ten (10) days following delivery to the Participant of a written notice from the Company (including any of its Subsidiaries or Affiliates) describing such failure in reasonable detail (provided that the Participant shall not be given more than one opportunity in the aggregate to remedy failures described in this clause (vi)).

(k) "Certificate of Incorporation" means the amended and restated certificate of incorporation of the Company, as may be further amended and/or restated from time to time.

(l) "Change in Capitalization" means any (i) merger, consolidation, reclassification, recapitalization, spin-off, spin-out, repurchase or other reorganization or corporate transaction or event; (ii) special or extraordinary dividend or other extraordinary distribution (whether in the form of cash, Common Stock, or other property), stock split, reverse stock split, subdivision or consolidation; (iii) combination or exchange of shares; or (iv) other change in corporate structure, which, in any such case, the Administrator determines, in its sole discretion, affects the Common Stock such that an adjustment pursuant to Section 5 hereof is appropriate.

(m) "Change in Control" means an event set forth in any one of the following paragraphs shall have occurred:

(1) any Person (or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act), excluding any GFI Entity or any group of GFI Entities, is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (I) of paragraph (3) below;

(2) the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board: individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended;

(3) there is consummated a merger or consolidation of the Company or any direct or indirect Subsidiary with any other corporation or other entity, other than (I) a merger or consolidation (A) which results in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, more than fifty percent (50%) of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger or consolidation is then a subsidiary, the ultimate parent thereof, or (II) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities; or

(4) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than (A) a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by shareholders of the Company following the completion of such transaction in substantially the same proportions as their ownership of the Company immediately prior to such sale or (B) a sale or disposition of all or substantially all of the Company's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

Notwithstanding the foregoing, (i) a Change in Control shall not be deemed to have occurred as a result of any transaction or series of integrated transactions following which any GFI Entity (or any group of GFI Entities) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the Company (or any successor thereto), whether through the ownership of voting securities, as trustee or executor, by contract or otherwise,

including, without limitation, the ownership, directly or indirectly, of securities having the power to elect a majority of the Board or the board of directors or similar body governing the affairs of any successor to the Company and (ii) for each Award that constitutes deferred compensation under Section 409A of the Code, and to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, a Change in Control shall be deemed to have occurred under the Plan with respect to such Award only if a change in the ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company shall also be deemed to have occurred under Section 409A of the Code.

(n) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

(o) "Committee" means any committee or subcommittee the Board may appoint to administer the Plan. Subject to the discretion of the Board, the Committee shall be composed entirely of individuals who meet the qualifications of (i) a "non-employee director" within the meaning of Rule 16b-3 and (ii) any other qualifications required by the applicable stock exchange on which the Common Stock is traded. If at any time or to any extent the Board shall not administer the Plan, then the functions of the Administrator specified in the Plan shall be exercised by the Committee. Except as otherwise provided in the Certificate of Incorporation or Bylaws, any action of the Committee with respect to the administration of the Plan shall be taken by a majority vote at a meeting at which a quorum is duly constituted or unanimous written consent of the Committee's members.

(p) "Common Stock" means the common stock, $.01 par value per share, of the Company.

(q) "Company" means Genworth Mortgage Holdings, Inc., a Delaware corporation (or any successor company, except as the term "Company" is used in the definition of "Change in Control" above).

(r) "Disability" has the meaning assigned to such term in the Award Agreement or in any Individual Agreement with the Participant or, if any such Award Agreement or Individual Agreement does not define "Disability," Disability means, with respect to any Participant, that such Participant, as determined by the Administrator in its sole discretion, is (i) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company or an Affiliate thereof.

(s) "Effective Date" has the meaning set forth in Section 20 hereof.

(t) "Eligible Recipient" means an officer, employee, non-employee director, independent contractor or consultant of the Company or any Affiliate of the Company who has been selected as an eligible participant by the Administrator; provided, however, to the extent

required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, an Eligible Recipient of an Option or a Stock Appreciation Right means an employee, non-employee director, independent contractor or consultant of the Company or any Affiliate of the Company with respect to whom the Company is an "eligible issuer of service recipient stock" within the meaning of Section 409A of the Code.

(u) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

(v) "Exercise Price" means, with respect to any Option, the per share price at which a holder of such Option may purchase such shares of Common Stock issuable upon the exercise of such Option.

(w) "Fair Market Value" of Common Stock or another security as of a particular date shall mean the fair market value as determined by the Administrator in its sole discretion; provided, however, that except as otherwise determined by the Administrator, (i) if the Common Stock or other security is admitted to trading on a national securities exchange, the fair market value on any date shall be the closing sale price reported on such date, or if no shares were traded on such date, on the last preceding date for which there was a sale of a share of Common Stock or other security on such exchange, or (ii) if the Common Stock or other security is then traded in an over-the-counter market, the fair market value on any date shall be the average of the closing bid and asked prices for such share of Common Stock or other security in such over-the-counter market for the last preceding date on which there was a sale of such share of Common Stock or other security in such market.

(x) "Free Standing Right" has the meaning set forth in Section 8(a) hereof.

(y) "GFI Entity" means Genworth Financial, Inc., a Delaware corporation and indirect parent of the Company, together with any successor company, and any of its Affiliates.

(z) "Good Reason" has the meaning assigned to such term in the Award Agreement; provided that if no such agreement exists or if such agreement does not define "Good Reason," Good Reason and any provision of the Plan that refers to Good Reason shall not be applicable to such Participant.

(aa) "ISO" means an Option intended to be and designated as an "incentive stock option" within the meaning of Section 422 of the Code.

(bb) "Nonqualified Stock Option" means an Option that is not designated as an ISO.

(cc) "Option" means an option to purchase shares of Common Stock granted pursuant to Section 7 hereof. The term "Option" as used in the Plan includes the terms "Nonqualified Stock Option" and "ISO."

(dd) "Other Stock-Based Award" means an Award granted pursuant to Section 10 hereof.

(ee) "Participant" means any Eligible Recipient selected by the Administrator, pursuant to the Administrator's authority provided for in Section 3 hereof, to receive grants of

Awards, and, upon such Eligible Recipient's death, such Eligible Recipient's successors, heirs, executors and administrators, as the case may be.

(ff) "Performance Goals" means performance goals based on criteria selected by the Administrator in its sole discretion, including, without limitation, one or more of the following criteria: (i) earnings, including one or more of operating income, net operating income, earnings before or after taxes, earnings before or after interest, depreciation, amortization, adjusted EBITDA, economic earnings, or extraordinary or special items or book value per share (which may exclude nonrecurring items); (ii) pre-tax income or after-tax income; (iii) earnings per share (basic or diluted); (iv) operating profit; (v) revenue, revenue growth or rate of revenue growth; (vi) return on assets (gross or net), return on investment, return on capital, or return on equity; (vii) returns on sales or revenues; (viii) operating expenses; (ix) stock price appreciation; (x) cash flow, free cash flow, cash flow return on investment (discounted or otherwise), net cash provided by operations, or cash flow in excess of cost of capital; (xi) implementation or completion of critical projects or processes; (xii) cumulative earnings per share growth; (xiii) operating margin or profit margin; (xiv) stock price, average stock price or total shareholder return; (xv) cost targets, reductions and savings, productivity and efficiencies; (xvi) strategic business criteria, consisting of one or more objectives based on meeting specified market penetration, geographic business expansion, customer satisfaction, employee satisfaction, human resources management, supervision of litigation and information technology goals, and goals relating to acquisitions, divestitures, joint ventures and similar transactions, and budget comparisons; (xvii) personal professional objectives, including any of the foregoing performance goals, the implementation of policies and plans, the negotiation of transactions, the development of long term business goals, formation of joint ventures, research or development collaborations, and the completion of other corporate transactions; and (xviii) any combination of, or a specified increase in, any of the foregoing. Where applicable, the Performance Goals may be expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Company or any Affiliate thereof, or a division or strategic business unit of the Company or any Affiliate thereof, or may be applied to the performance of the Company relative to a market index, a group of other companies or a combination thereof, all as determined by the Administrator. The Performance Goals may include a threshold level of performance below which no payment shall be made (or no vesting shall occur), levels of performance at which specified payments shall be made (or specified vesting shall occur), and a maximum level of performance above which no additional payment shall be made (or at which full vesting shall occur). The Administrator shall have the authority to make equitable adjustments to the Performance Goals as may be determined by the Administrator, in its sole discretion.

(gg) "Performance Stock Unit" means the right, granted pursuant to Section 9 hereof, to receive an amount in cash or Shares (or any combination thereof) equal to the Fair Market Value of a Share subject to certain restrictions (including the achievement of Performance Goals established by the Administrator) that lapse at the end of a specified period or periods.

(hh) "Person" has the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof.

(ii) "Plan" means this Genworth Mortgage Holdings, Inc. 2021 Omnibus Incentive Plan, as may be amended and/or restated from time to time.

(jj) "Related Right" has the meaning set forth in Section 8(a) hereof.

(kk) "Restricted Stock" means Shares granted pursuant to Section 9 hereof subject to certain restrictions that lapse at the end of a specified period or periods.

(ll) "Restricted Stock Unit" means the right, granted pursuant to Section 9 hereof, to receive an amount in cash or Shares (or any combination thereof) equal to the Fair Market Value of a Share subject to certain restrictions that lapse at the end of a specified period or periods.

(mm) "Rule 16b-3" has the meaning set forth in Section 3(a) hereof.

(nn) "Shares" means shares of Common Stock reserved for issuance under the Plan, as adjusted pursuant to the Plan, and any successor (pursuant to a merger, consolidation or other reorganization) security.

(oo) "Stock Appreciation Right" means the right to receive, upon exercise of the right, the applicable amounts as described in Section 8 hereof.

(pp) "Stock Bonus" means a bonus payable in fully vested shares of Common Stock granted pursuant to Section 11 hereof.

(qq) "Subsidiary" means, with respect to any Person, as of any date of determination, any other Person as to which such first Person owns or otherwise controls, directly or indirectly, more than 50% of the voting shares or other similar interests or a sole general partner interest or managing member or similar interest of such other Person.

(rr) "Transfer" has the meaning set forth in Section 18 hereof.

Section 3. Administration.

(a) The Plan shall be administered by the Administrator and shall be administered in accordance with the requirements of Rule 16b-3 under the Exchange Act ("Rule 16b-3"), to the extent applicable.

(b) Pursuant to the terms of the Plan, the Administrator, subject, in the case of any Committee, to any restrictions on the authority delegated to it by the Board, shall have the power and authority, without limitation:

(1) to select those Eligible Recipients who shall be Participants;

(2) to determine whether and to what extent Awards are to be granted hereunder to Participants;

(3) to determine the number of Shares to be covered by each Award granted hereunder;

(4) to determine the terms and conditions, not inconsistent with the terms of the Plan, of each Award granted hereunder (including, but not limited to, (i) the restrictions

applicable to Restricted Stock or Restricted Stock Units and the conditions under which restrictions applicable to such Restricted Stock or Restricted Stock Units shall lapse, (ii) the Performance Goals and periods applicable to Awards, (iii) the Exercise Price of each Option and the Base Price of each Stock Appreciation Right, (iv) the vesting schedule applicable to each Award, (v) the number of Shares or amount of cash or other property subject to each Award and (vi) subject to the requirements of Section 409A of the Code (to the extent applicable), any amendments to the terms and conditions of outstanding Awards, including, but not limited to, extending the exercise period of such Awards and accelerating the vesting schedule of such Awards);

(5) to determine the terms and conditions, not inconsistent with the terms of the Plan, which shall govern all written instruments evidencing Awards;

(6) to determine the Fair Market Value in accordance with the terms of the Plan;

(7) to determine the duration and purpose of leaves of absence which may be granted to a Participant without constituting termination of the Participant's employment or service for purposes of Awards granted under the Plan;

(8) to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall from time to time deem advisable;

(9) to prescribe, amend and rescind rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or qualifying for favorable tax treatment under applicable foreign laws, which rules and regulations may be set forth in an appendix or appendices to the Plan or the applicable Award Agreement; and

(10) to construe and interpret the terms and provisions of the Plan and any Award issued under the Plan (and any Award Agreement relating thereto), and to otherwise supervise the administration of the Plan and to exercise all powers and authorities either specifically granted under the Plan or necessary and advisable in the administration of the Plan.

(c) Notwithstanding the foregoing, but subject to Section 5 hereof, the Company may not, without first obtaining the approval of the Company's shareholders, (i) amend the terms of outstanding Options or Stock Appreciation Rights to reduce the Exercise Price or Base Price, as applicable, of such Options or Stock Appreciation Rights, (ii) cancel outstanding Options or Stock Appreciation Rights in exchange for Options or Stock Appreciation Rights with an Exercise Price or Base Price, as applicable, that is less than the Exercise Price or Base Price of the original Options or Stock Appreciation Rights or (iii) cancel outstanding Options or Stock Appreciation Rights with an Exercise Price or Base Price, as applicable, that is above the current per share stock price, in exchange for cash, property or other securities.

(d) All decisions made by the Administrator pursuant to the provisions of the Plan shall be final, conclusive and binding on all Persons, including the Company and the Participants. The provisions and administration of each Award need not be the same with respect to each Participant. No member of the Board or the Committee, nor any officer or employee of the Company or any Subsidiary thereof acting on behalf of the Board or the Committee, shall be

personally liable for any action, omission, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board or the Committee and each and any officer or employee of the Company and of any Subsidiary thereof acting on their behalf shall, to the maximum extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, omission, determination or interpretation.

(e) The Administrator may, in its sole discretion, delegate its authority, in whole or in part, under this Section 3 (including, but not limited to, its authority to grant Awards under the Plan, other than its authority to grant Awards under the Plan to any Participant who is subject to reporting under Section 16 of the Exchange Act) to one or more officers of the Company, subject to the requirements of applicable law or any stock exchange on which the Shares are traded.

Section 4. Shares Reserved for Issuance; Certain Limitations

(a) The maximum number of shares of Common Stock reserved for issuance under the Plan shall be 4,000,000 shares (subject to adjustment as provided in Section 5), as increased on the first day of each fiscal year of the Company beginning in calendar year 2022 by a number of shares of Common Stock equal to the excess, if any, of (x) 4,000,000 shares of Common Stock, over (y) the number of shares of Common Stock reserved and available for issuance in respect of future grants of Awards under the Plan as of the last day of the immediately preceding fiscal year.

(b) Shares issued under the Plan may, in whole or in part, be authorized but unissued Shares or Shares that shall have been or may be reacquired by the Company in the open market, in private transactions or otherwise. If any Shares subject to an Award are forfeited, cancelled, exchanged or surrendered or if an Award otherwise terminates or expires without a distribution of Shares to the Participant, the Shares with respect to such Award shall, to the extent of any such forfeiture, cancellation, exchange, surrender, termination or expiration, again be available for Awards under the Plan. Shares that are exchanged by a Participant or withheld by the Company as full or partial payment in connection with the exercise of any Option or Stock Appreciation Right under the Plan or the payment of any purchase price with respect to any other Award under the Plan, as well as any Shares exchanged by a Participant or withheld by the Company or any Subsidiary to satisfy the tax withholding obligations related to any Award under the Plan, shall not be available for subsequent Awards under the Plan. In addition, (i) to the extent an Award is denominated in shares of Common Stock, but paid or settled in cash, the number of shares of Common Stock with respect to which such payment or settlement is made shall again be available for grants of Awards pursuant to the Plan and (ii) shares of Common Stock underlying Awards that can only be settled in cash shall not be counted against the aggregate number of shares of Common Stock available for Awards under the Plan.

(c) No Participant who is a non-employee director of the Company shall be granted Awards during any calendar year that, when aggregated with such non-employee director’s cash fees with respect to such calendar year, exceed $750,000 in total value (calculating the value of any such Awards based on the grant date fair value of such Awards for the Company’s financial reporting purposes). The Administrator may make exceptions to increase such limit to $1,000,000 for an individual non-employee director in extraordinary circumstances, such as where a non-employee director serves as the non-executive chairman of the Board or lead

independent director, or as a member of a special litigation or transactions committee of the Board, as the Administrator may determine in its sole discretion, provided that the non-employee director receiving such additional compensation may not participate in the decision to award such compensation involving such non-employee director.

Section 5. Equitable Adjustments.

(a) In the event of any Change in Capitalization (including a Change in Control), an equitable substitution or proportionate adjustment shall be made, in each case, as may be determined by the Administrator, in its sole discretion, in (i) the aggregate number of shares of Common Stock reserved for issuance under the Plan, (ii) the kind and number of securities subject to, and the Exercise Price or Base Price of, any outstanding Options and Stock Appreciation Rights granted under the Plan, (iii) the kind, number and purchase price of shares of Common Stock, or the amount of cash or amount or type of other property, subject to outstanding Restricted Stock, Restricted Stock Units, Stock Bonuses and Other Stock-Based Awards granted under the Plan or (iv) the Performance Goals and performance periods applicable to any Awards granted under the Plan; provided, however, that any fractional shares resulting from the adjustment shall be eliminated. Such other equitable substitutions or adjustments shall be made as may be determined by the Administrator, in its sole discretion.

(b) Without limiting the generality of the foregoing, in connection with a Change in Capitalization (including a Change in Control), the Administrator may provide, in its sole discretion, but subject in all events to the requirements of Section 409A of the Code, for the cancellation of any outstanding Award in exchange for payment in cash or other property having an aggregate Fair Market Value equal to the Fair Market Value of the shares of Common Stock, cash or other property covered by such Award, reduced by the aggregate Exercise Price or Base Price thereof, if any; provided, however, that if the Exercise Price or Base Price of any outstanding Award is equal to or greater than the Fair Market Value of the shares of Common Stock, cash or other property covered by such Award, the Administrator may cancel such Award without the payment of any consideration to the Participant.

(c) The determinations made by the Administrator pursuant to this Section 5 shall be final, binding and conclusive.

Section 6. Eligibility.

The Participants under the Plan shall be selected from time to time by the Administrator, in its sole discretion, from those individuals that qualify as Eligible Recipients.

Section 7. Options.

(a) General. Each Participant who is granted an Option shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, which Award Agreement shall set forth, among other things, the Exercise Price of the Option, the term of the Option and provisions regarding exercisability of the Option, and whether the Option is intended to be an ISO or a Nonqualified Stock Option (and in the event the Award Agreement has no such designation, the Option shall be a Nonqualified Stock Option). More than one Option may be granted to the same Participant and be outstanding

concurrently hereunder. Options granted under the Plan shall be subject to the terms and conditions set forth in this Section 7 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable and set forth in the applicable Award Agreement.

(b) Exercise Price. The Exercise Price of Shares purchasable under an Option shall be determined by the Administrator in its sole discretion at the time of grant, but, except as provided in the applicable Award Agreement, in no event shall the exercise price of an Option be less than one hundred percent (100%) of the Fair Market Value of the related shares of Common Stock on the date of grant.

(c) Option Term. The maximum term of each Option shall be fixed by the Administrator, but no Option shall be exercisable more than ten (10) years after the date such Option is granted. Each Option's term is subject to earlier expiration pursuant to the applicable provisions in the Plan and the Award Agreement.

(d) Exercisability. Each Option shall be exercisable at such time or times and subject to such terms and conditions, including the attainment of Performance Goals, as shall be determined by the Administrator in the applicable Award Agreement. The Administrator may also provide that any Option shall be exercisable only in installments, and the Administrator may waive such installment exercise provisions at any time, in whole or in part, based on such factors as the Administrator may determine in its sole discretion. Notwithstanding anything to the contrary contained herein, an Option may not be exercised for a fraction of a share.

(e) Method of Exercise. Options may be exercised in whole or in part by giving written notice of exercise to the Company specifying the number of whole Shares to be purchased, accompanied by payment in full of the aggregate Exercise Price of the Shares so purchased in cash or its equivalent, as determined by the Administrator. As determined by the Administrator, in its sole discretion, with respect to any Option or category of Options, payment in whole or in part may also be made (i) by means of consideration received under any cashless exercise procedure approved by the Administrator (including the withholding of Shares otherwise issuable upon exercise), (ii) in the form of unrestricted Shares already owned by the Participant which have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option shall be exercised, (iii) any other form of consideration approved by the Administrator and permitted by applicable law or (iv) any combination of the foregoing.

(f) ISOs. The terms and conditions of ISOs granted hereunder shall be subject to the provisions of Section 422 of the Code and the terms, conditions, limitations and administrative procedures established by the Administrator from time to time in accordance with the Plan. At the discretion of the Administrator, ISOs may be granted only to an employee of the Company, its "parent corporation" (as such term is defined in Section 424(e) of the Code) or a Subsidiary of the Company. All of the shares of Common Stock reserved for issuance under the Plan pursuant to Section 4(a) hereof (subject to adjustment as provided in Section 5 hereof) may be granted as ISOs.

(i) ISO Grants to 10% Stockholders. Notwithstanding anything to the contrary in the Plan, if an ISO is granted to a Participant who owns shares representing more than ten percent (10%) of the voting power of all classes of shares of the Company, its "parent corporation" (as such term is defined in Section 424(e) of the Code) or a Subsidiary of the Company, the term of the ISO shall not exceed five (5) years from the time of grant of such ISO and the Exercise Price shall be at least one hundred and ten percent (110%) of the Fair Market Value of the Shares on the date of grant.

(ii) $100,000 Per Year Limitation For ISOs. To the extent the aggregate Fair Market Value (determined on the date of grant) of the Shares for which ISOs are exercisable for the first time by any Participant during any calendar year (under all plans of the Company) exceeds $100,000, such excess ISOs shall be treated as Nonqualified Stock Options.

(iii) Disqualifying Dispositions. Each Participant awarded an ISO under the Plan shall notify the Company in writing immediately after the date the Participant makes a "disqualifying disposition" of any Share acquired pursuant to the exercise of such ISO. A "disqualifying disposition" is any disposition (including any sale) of such Shares before the later of (i) two years after the date of grant of the ISO and (ii) one year after the date the Participant acquired the Shares by exercising the ISO. The Company may, if determined by the Administrator and in accordance with procedures established by it, retain possession of any Shares acquired pursuant to the exercise of an ISO as agent for the applicable Participant until the end of the period described in the preceding sentence, subject to complying with any instructions from such Participant as to the sale of such Shares.

(g) Rights as Stockholder. Except as provided in the applicable Award Agreement, a Participant shall have no rights to dividends, dividend equivalents or distributions or any other rights of a stockholder with respect to the Shares subject to an Option until the Participant has given written notice of the exercise thereof, has paid in full for such Shares and has satisfied the requirements of Section 17 hereof.

(h) Termination of Employment or Service. In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Options, such Options shall be exercisable at such time or times and subject to such terms and conditions as set forth in the Award Agreement.

(i) Other Change in Employment or Service Status. An Option shall be affected, both with regard to vesting schedule and termination, by leaves of absence, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment status or service status of a Participant, in the discretion of the Administrator.

Section 8. Stock Appreciation Rights.

(a) General. Stock Appreciation Rights may be granted either alone ("Free Standing Rights") or in conjunction with all or part of any Option granted under the Plan ("Related Rights"). Related Rights may be granted either at or after the time of the grant of such Option. The Administrator shall determine the Eligible Recipients to whom, and the time or times at

which, grants of Stock Appreciation Rights shall be made, the number of Shares to be awarded, the Base Price, and all other conditions of Stock Appreciation Rights. Notwithstanding the foregoing, no Related Right may be granted for more Shares than are subject to the Option to which it relates. Stock Appreciation Rights granted under the Plan shall be subject to the following terms and conditions set forth in this Section 8 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable, as set forth in the applicable Award Agreement.

(b) Base Price. Except as provided in the applicable Award Agreement, each Stock Appreciation Right shall be granted with a base price that is not less than one hundred percent (100%) of the Fair Market Value of the related shares of Common Stock on the date of grant (such amount, the "Base Price").

(c) Rights as Stockholder. Except as provided in the applicable Award Agreement, a Participant shall have no rights to dividends, dividend equivalents or distributions or any other rights of a stockholder with respect to the Shares, if any, subject to a Stock Appreciation Right until the Participant has given written notice of the exercise thereof and has satisfied the requirements of Section 17 hereof.

(d) Exercisability.

(1) Stock Appreciation Rights that are Free Standing Rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator in the applicable Award Agreement.

(2) Stock Appreciation Rights that are Related Rights shall be exercisable only at such time or times and to the extent that the Options to which they relate shall be exercisable in accordance with the provisions of Section 7 hereof and this Section 8.

(e) Consideration Upon Exercise.

(1) Upon the exercise of a Free Standing Right, the Participant shall be entitled to receive up to, but not more than, that number of Shares equal in value to (i) the excess of the Fair Market Value of a share of Common Stock as of the date of exercise over the Base Price per share specified in the Free Standing Right, multiplied by (ii) the number of Shares in respect of which the Free Standing Right is being exercised.

(2) A Related Right may be exercised by a Participant by surrendering the applicable portion of the related Option. Upon such exercise and surrender, the Participant shall be entitled to receive up to, but not more than, that number of Shares equal in value to (i) the excess of the Fair Market Value of a share of Common Stock as of the date of exercise over the Exercise Price specified in the related Option, multiplied by (ii) the number of Shares in respect of which the Related Right is being exercised. Options which have been so surrendered, in whole or in part, shall no longer be exercisable to the extent the Related Rights have been so exercised.

(3) Notwithstanding the foregoing, the Administrator may determine to settle the exercise of a Stock Appreciation Right in cash (or in any combination of Shares and cash).

(f) Termination of Employment or Service.

(1) In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Free Standing Rights, such rights shall be exercisable at such time or times and subject to such terms and conditions as set forth in the Award Agreement.

(2) In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Related Rights, such rights shall be exercisable at such time or times and subject to such terms and conditions as set forth in the related Options.

(g) Term.

(1) The term of each Free Standing Right shall be fixed by the Administrator, but no Free Standing Right shall be exercisable more than ten (10) years after the date such right is granted.

(2) The term of each Related Right shall be the term of the Option to which it relates, but no Related Right shall be exercisable more than ten (10) years after the date such right is granted.

(h) Other Change in Employment or Service Status. Stock Appreciation Rights shall be affected, both with regard to vesting schedule and termination, by leaves of absence, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment status or service status of a Participant, in the discretion of the Administrator.

Section 9. Restricted Stock and Restricted Stock Units.

(a) General. Restricted Stock and Restricted Stock Units (including Performance Stock Units) may be issued under the Plan. The Administrator shall determine the Eligible Recipients to whom, and the time or times at which, Restricted Stock or Restricted Stock Units shall be made; the number of Shares to be awarded; the price, if any, to be paid by the Participant for the acquisition of Restricted Stock or Restricted Stock Units; the period of time prior to which Restricted Stock or Restricted Stock Units become vested and free of restrictions on Transfer (the "Restricted Period"); the Performance Goals (if any); and all other conditions of the Restricted Stock and Restricted Stock Units. If the restrictions, Performance Goals and/or conditions established by the Administrator are not attained, a Participant shall forfeit the Participant's Restricted Stock or Restricted Stock Units, in accordance with the terms of the grant.

(b) Awards and Certificates.

(1) Except as otherwise provided in Section 9(b)(3) hereof, (i) each Participant who is granted an Award of Restricted Stock may, in the Company's sole discretion, be issued a stock certificate in respect of such Restricted Stock; and (ii) any such certificate so issued shall be registered in the name of the Participant, and shall bear an appropriate legend

referring to the terms, conditions, and restrictions applicable to any such Award. The Company may require that the stock certificates, if any, evidencing Restricted Stock granted hereunder be held in the custody of the Company until the restrictions thereon shall have lapsed, and that, as a condition of any award of Restricted Stock, the Participant shall have delivered a stock transfer form, endorsed in blank, relating to the Shares covered by such award. Certificates for shares of unrestricted Common Stock may, in the Company's sole discretion, be delivered to the Participant only after the Restricted Period has expired without forfeiture in respect of such Restricted Stock.

(2) With respect to an Award of Restricted Stock Units to be settled in Shares, at the expiration of the Restricted Period, stock certificates in respect of the shares of Common Stock underlying such Restricted Stock Units may, in the Company's sole discretion, be delivered to the Participant, or the Participant's legal representative, in a number equal to the number of shares of Common Stock underlying the Award of Restricted Stock Units.

(3) Notwithstanding anything in the Plan to the contrary, any Restricted Stock or Restricted Stock Units to be settled in Shares (at the expiration of the Restricted Period) may, in the Company's sole discretion, be issued in uncertificated form.

(4) Further, notwithstanding anything in the Plan to the contrary, with respect to Restricted Stock Units, at the expiration of the Restricted Period, Shares (either in certificated or uncertificated form) or cash, as applicable, shall promptly be issued to the Participant, unless otherwise deferred in accordance with procedures established by the Company in accordance with Section 409A of the Code, and such issuance or payment shall in any event be made no later than March 15th of the calendar year following the year of vesting or within such other period as is required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code.

(c) Restrictions and Conditions. The Restricted Stock and Restricted Stock Units granted pursuant to this Section 9 shall be subject to the following restrictions and conditions and any additional restrictions or conditions as determined by the Administrator at the time of grant or, subject to Section 409A of the Code where applicable, thereafter:

(1) The Award Agreement may provide for the lapse of restrictions in installments and may accelerate or waive such restrictions in whole or in part based on such factors and such circumstances as set forth in the Award Agreement, including, but not limited to, the attainment of certain performance related goals, the Participant's termination of employment or service with the Company or any Affiliate thereof, or the Participant's death or Disability. Notwithstanding the foregoing, upon a Change in Control, the outstanding Awards shall be subject to Section 13 hereof.

(2) Except as provided in the applicable Award Agreement, the Participant shall generally have the rights of a stockholder of the Company with respect to shares of Restricted Stock during the Restricted Period, including the right to vote such shares and to receive any dividends declared with respect to such shares; provided, however, that except as provided in the applicable Award Agreement, any dividends declared during the Restricted Period with respect to such shares shall only become payable if (and to the extent) the underlying Restricted Shares vest. Except as provided in the applicable Award Agreement, the Participant

shall generally not have the rights of a stockholder with respect to shares of Common Stock subject to Restricted Stock Units during the Restricted Period; provided, however, that, subject to Section 409A of the Code, an amount equal to any dividends declared during the Restricted Period with respect to the number of shares of Common Stock covered by Restricted Stock Units may, to the extent set forth in an Award Agreement, be provided to the Participant either currently or at the time (and to the extent) that shares of Common Stock in respect of the related Restricted Stock Units are delivered to the Participant.

(d) Termination of Employment or Service. The rights of Participants granted Restricted Stock or Restricted Stock Units upon termination of employment or service with the Company and all Affiliates thereof for any reason during the Restricted Period shall be set forth in the Award Agreement.

(e) Form of Settlement. The Administrator reserves the right in its sole discretion to provide (either at or after the grant thereof) that any Restricted Stock Unit represents the right to receive the amount of cash per unit that is determined by the Administrator in connection with the Award.

Section 10. Other Stock-Based Awards.

Other forms of Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including but not limited to dividend equivalents, may be granted either alone or in addition to other Awards (other than, in the case of dividend equivalents, in connection with Options or Stock Appreciation Rights) under the Plan. Any dividend or dividend equivalent awarded hereunder shall be subject to the same restrictions, conditions and risks of forfeiture as the underlying Awards and, except as provided in the applicable Award Agreement, shall only become payable if (and to the extent) the underlying Awards vest. Subject to the provisions of the Plan, the Administrator shall have sole and complete authority to determine the individuals to whom and the time or times at which such Other Stock-Based Awards shall be granted, the number of shares of Common Stock to be granted pursuant to such Other Stock-Based Awards, or the manner in which such Other Stock-Based Awards shall be settled (e.g., in shares of Common Stock, cash or other property), or the conditions to the vesting and/or payment or settlement of such Other Stock-Based Awards (which may include, but not be limited to, achievement of performance criteria) and all other terms and conditions of such Other Stock-Based Awards.

Section 11. Stock Bonuses.

In the event that the Administrator grants a Stock Bonus, the Shares constituting such Stock Bonus shall, as determined by the Administrator, be evidenced in uncertificated form or by a book entry record or a certificate issued in the name of the Participant to whom such grant was made and delivered to such Participant as soon as practicable after the date on which such Stock Bonus is payable.

Section 12. Cash Awards.

The Administrator may grant Awards that are payable solely in cash, as deemed by the Administrator to be consistent with the purposes of the Plan, and such Cash Awards shall be

subject to the terms, conditions, restrictions and limitations determined by the Administrator, in its sole discretion, from time to time. Cash Awards may be granted with value and payment contingent upon the achievement of Performance Goals.

Section 13. Change in Control Provisions.

Except as provided in the applicable Award Agreement, in the event that (a) a Change in Control occurs and (b) either (x) an outstanding Award is not assumed or substituted in connection therewith or (y) an outstanding Award is assumed or substituted in connection therewith and the Participant's employment or service is terminated by the Company, its successor or an Affiliate thereof without Cause or by the Participant for Good Reason (if applicable) on or after the effective date of the Change in Control but prior to twelve (12) months following the Change in Control, then:

(a) any unvested or unexercisable portion of any Award carrying a right to exercise shall become fully vested and exercisable; and

(b) the restrictions, deferral limitations, payment conditions and forfeiture conditions applicable to an Award granted under the Plan shall lapse and such Awards shall be deemed fully vested and any performance conditions imposed with respect to such Awards shall be deemed to be achieved at the greater of target and actual performance levels.

For purposes of this Section 13, an outstanding Award shall be considered to be assumed or substituted for if, following the Change in Control, the Award remains subject to the same terms and conditions that were applicable to the Award immediately prior to the Change in Control except that, if the Award related to Shares, the Award instead confers the right to receive common stock of the acquiring entity (or such other security or entity as may be determined by the Administrator, in its sole discretion, pursuant to Section 5 hereof).

Section 14. Voting Proxy

The Company reserves the right to require the Participant, to the fullest extent permitted by applicable law, to appoint such Person as shall be determined by the Administrator in its sole discretion as the Participant's proxy with respect to all applicable unvested Awards of which the Participant may be the record holder of from time to time to (A) attend all meetings of the holders of the shares of Common Stock, with full power to vote and act for the Participant with respect to such Awards in the same manner and extent that the Participant might were the Participant personally present at such meetings, and (B) execute and deliver, on behalf of the Participant, any written consent in lieu of a meeting of the holders of the shares of Common Stock in the same manner and extent that the Participant might but for the proxy granted pursuant to this sentence.

Section 15. Amendment and Termination.

The Administrator may amend, alter or terminate the Plan, but no amendment, alteration, or termination shall be made that would impair the rights of a Participant under any outstanding Award without such Participant's consent. Unless the Board determines otherwise, the Board shall obtain approval of the Company's stockholders for any amendment to the Plan that would

require such approval in order to satisfy any rules of the stock exchange on which the Common Stock is traded or other applicable law. The Administrator may amend the terms of any outstanding Award, prospectively or retroactively, but, subject to Section 5 hereof and the immediately preceding sentence, no such amendment shall impair the rights of any Participant without the Participant's consent; provided that the Administrator may amend the terms of any such Award to take effect retroactively or otherwise, as deemed necessary or advisable for the purpose of conforming the Award to any applicable law, government regulation or stock exchange listing requirement relating to such Award (including, but not limited to, Section 409A of the Code), and by accepting an Award under this Plan, the Participant thereby agrees to any amendment made pursuant to this Section 14 to such Award (as determined by the Administrator) without further consideration or action.

Section 16. Unfunded Status of Plan.

The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company.

Section 17. Withholding Taxes.

Each Participant shall, no later than the date as of which the value of an Award first becomes includible in the gross income of such Participant for purposes of applicable taxes, pay to the Company, or make arrangements satisfactory to the Company regarding payment of, an amount in respect of such taxes up to the maximum statutory rates in the Participant's applicable jurisdiction with respect to the Award, as determined by the Company. The obligations of the Company under the Plan shall be conditional on the making of such payments or arrangements, and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to such Participant. Whenever cash is to be paid pursuant to an Award, the Company shall have the right to deduct therefrom an amount sufficient to satisfy any applicable withholding tax requirements related thereto as determined by the Company. Whenever Shares or property other than cash are to be delivered pursuant to an Award, the Company shall have the right to require the Participant to remit to the Company in cash an amount sufficient to satisfy any related taxes to be withheld and applied to the tax obligations as determined by the Company; provided, that, with the approval of the Administrator, a Participant may satisfy the foregoing requirement by either (i) electing to have the Company withhold from such delivery Shares or other property, as applicable, or (ii) by delivering already owned unrestricted shares of Common Stock, in each case, having a value not exceeding the applicable taxes to be withheld and applied to the tax obligations as determined by the Company. Such withheld Shares or other property or already owned and unrestricted shares of Common Stock shall be valued at their Fair Market Value on the date on which the amount of tax to be withheld is determined and any fractional share amounts resulting therefrom shall be settled in cash. Such an election may be made with respect to all or any portion of the Shares to be delivered pursuant to an award. The Company may also use any other method of obtaining the necessary payment or proceeds, as permitted by law, to satisfy its withholding obligation with respect to any Award as determined by the Company.

Section 18. Transfer of Awards.

Until such time as the Awards are fully vested and/or exercisable in accordance with the Plan or an Award Agreement, no purported sale, assignment, mortgage, hypothecation, transfer, charge, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any Award or any agreement or commitment to do any of the foregoing (each, a "Transfer") by any holder thereof in violation of the provisions of the Plan or an Award Agreement will be valid, except with the prior written consent of the Administrator, which consent may be granted or withheld in the sole discretion of the Administrator. Any purported Transfer of an Award or any economic benefit or interest therein in violation of the Plan or an Award Agreement shall be null and void ab initio, and shall not create any obligation or liability of the Company, and any Person purportedly acquiring any Award or any economic benefit or interest therein transferred in violation of the Plan or an Award Agreement shall not be entitled to be recognized as a holder of any shares of Common Stock or other property underlying such Award. Unless otherwise determined by the Administrator in accordance with the provisions of the immediately preceding sentence, an Option or Stock Appreciation Right may be exercised, during the lifetime of the Participant, only by the Participant or, during any period during which the Participant is under a legal disability, by the Participant's guardian or legal representative.

Section 19. Continued Employment or Service.

Neither the adoption of the Plan nor the grant of an Award hereunder shall confer upon any Eligible Recipient any right to continued employment or service with the Company or any Affiliate thereof, as the case may be, nor shall it interfere in any way with the right of the Company or any Affiliate thereof to terminate the employment or service of any of its Eligible Recipients at any time.

Section 20. Effective Date.

The Plan was adopted and approved on [●], 2021 and became effective on [●], 2021 (the "Effective Date").

Section 21. Term of Plan.

No Award shall be granted pursuant to the Plan on or after the tenth anniversary of the Effective Date, but Awards theretofore granted may extend beyond that date.

Section 22. Securities Matters and Regulations.

(a) Notwithstanding anything herein to the contrary, the obligation of the Company to sell or deliver Common Stock with respect to any Award granted under the Plan shall be subject to all applicable laws, rules and regulations, including all applicable federal and state securities laws, the receipt of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Administrator and the listing requirements of any securities exchange on which the Shares are traded. The Administrator may require, as a condition of the issuance and delivery of certificates evidencing shares of Common Stock pursuant to the terms hereof, that the

recipient of such shares make such agreements and representations, and that such certificates bear such legends, as the Administrator, in its sole discretion, deems necessary or advisable.

(b) Each Award is subject to the requirement that, if at any time the Administrator determines that the listing, registration or qualification of Common Stock issuable pursuant to the Plan is required by any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the grant of an Award or the issuance of Common Stock, no such Award shall be granted or payment made or Common Stock issued, in whole or in part, unless such listing, registration, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Administrator.

(c) In the event that the disposition of Common Stock acquired pursuant to the Plan is not covered by a then current registration statement under the Securities Act and is not otherwise exempt from such registration, such Common Stock shall be restricted against transfer to the extent required by the Securities Act or regulations thereunder, and the Administrator may require a Participant receiving Common Stock pursuant to the Plan, as a condition precedent to receipt of such Common Stock, to represent to the Company in writing that the Common Stock acquired by such Participant is acquired for investment only and not with a view to distribution.

Section 23. Notification of Election Under Section 83(b) of the Code.

If any Participant shall, in connection with the acquisition of shares of Common Stock under the Plan, make the election permitted under Section 83(b) of the Code, such Participant shall notify the Company of such election within ten (10) days after filing notice of the election with the Internal Revenue Service.

Section 24. No Fractional Shares.

No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan. The Administrator shall determine whether cash, other Awards, or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

Section 25. Beneficiary.

A Participant may file with the Administrator a written designation of a beneficiary on such form as may be prescribed by the Administrator and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Participant, the executor or administrator of the Participant's estate shall be deemed to be the Participant's beneficiary.

Section 26. Paperless Administration.

In the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Participant may be permitted through the use of such an automated system.

Section 27. Severability.

If any provision of the Plan is held to be invalid or unenforceable, the other provisions of the Plan shall not be affected but shall be applied as if the invalid or unenforceable provision had not been included in the Plan.

Section 28. Clawback.

Notwithstanding any other provisions in this Plan, any Award which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

Section 29. Section 409A of the Code.

The Plan as well as payments and benefits under the Plan are intended to be exempt from, or to the extent subject thereto, to comply with Section 409A of the Code, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted in accordance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Participant shall not be considered to have terminated employment or service with the Company for purposes of the Plan and no payment shall be due to the Participant under the Plan or any Award until the Participant would be considered to have incurred a "separation from service" from the Company and its Affiliates within the meaning of Section 409A of the Code. Any payments described in the Plan that are due within the "short term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise. Notwithstanding anything to the contrary in the Plan, to the extent that any Awards (or any other amounts payable under any plan, program or arrangement of the Company or any of its Affiliates) are payable upon a separation from service and such payment would result in the imposition of any individual tax and penalty interest charges imposed under Section 409A of the Code, the settlement and payment of such awards (or other amounts) shall instead be made on the first business day after the date that is six (6) months following such separation from service (or upon the Participant's death, if earlier). Each amount to be paid or benefit to be provided under this Plan shall be construed as a separate identified payment for purposes of Section 409A of the Code. The Administrator shall have the sole authority to make any accelerated distributions permissible under Treas. Reg. Section 1.409A-3(j)(4) to Participants with respect to any deferred amounts, provided that such distributions meets the requirements of Treas. Reg. Section 1.409A-3(j)(4). The Company makes no representation that any or all of the payments or benefits described in this Plan will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the Code.

Section 30. Governing Law.

The Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state.

Section 31. Titles and Headings.

The titles and headings of the sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

Section 32. Successors.

The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company.

Section 33. Relationship to Other Benefits.

No payment pursuant to the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare, or other benefit plan of the Company or any Affiliate except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

SPECIAL SEVERANCE PAYMENT AGREEMENT

The purpose of this Special Severance Payment Agreement (the "Payment Agreement") is to provide that you, as a key contributor employed by Genworth Financial, Inc. (together with its affiliates, the "Company"), receive an additional payment in the event your employment with the Company is terminated during a certain Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under the Genworth Financial, Inc. Layoff Payment Plan ("Layoff Plan") or as a "Tier II" employee under the 2015 Key Employee Severance Plan ("Key Employee Plan"), as applicable (together, the "Plans"). This Payment Agreement is being awarded in recognition of the significant role you will have during that Payment Period.

Rohit Gupta

The "Payment Period" begins on the effective date of this Payment Agreement and ends on December 31, 2021. If your employment with the Company is terminated for any reason at any time preceding the start, or following the conclusion, of the Payment Period you will not be eligible to receive the Payment.

In the event your employment with the Company is terminated during the Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under either of the Plans (a "Qualified Severance"), you will be eligible to receive the severance pay ("Plan Severance Pay") and other layoff benefits available to you under the applicable Plan, if any, and

- a one-time, lump sum payment equivalent to .5 times your base salary and target VIC bonus payment for the then-current performance year at the time of the Qualified Severance (the "Payment")

The Payment, less all applicable deductions and withholdings, shall be paid no later than 30 business days from your Qualified Severance date or the effective date of your severance release agreement, whichever is later. The applicable Plan Severance Pay and other Plan layoff benefits, if any, shall be paid or provided pursuant to the terms and conditions in the applicable Plan. The Payment, together with any bonus entitlement under the Key Employee Plan, if any, shall be in lieu of, and not in addition to, any other bonus payments to which you may be entitled, including but not limited to any full or partial VIC payment or payouts to which you may otherwise be entitled.

In order to be eligible to receive the Payment, your employment with the Company must be terminated during the Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under the Plans. Notwithstanding anything in this Payment Agreement to the contrary, you shall become ineligible if, at any time, you become eligible for "Tier I" benefits under the Key Employee Plan. For purposes of this Payment Agreement, you will be eligible for the Payment if during the Performance Period there is a layoff as defined in the Plans and (i) your employment is terminated, (ii) your compensation consisting of your combined base salary and VIC target amount, regardless of actual VIC payment ("Base Pay") is reduced by more than 15%, or (iii) your principle work location is relocated to an area outside a 50 mile radius of its current location.

You will be ineligible, or forfeit your eligibility, for the Payment if you become ineligible, or forfeit your eligibility, for layoff benefits under the Plans for any reason, whether during Performance Period or otherwise. For the avoidance of doubt, this means, inter alia, that you will not receive, or will become ineligible for, the Payment, if (i) you are or become eligible for severance benefits under, or you become a party to or participant in, any additional severance plan, including but not limited to any Key Employee Severance Plan, other than the Layoff Plan or "Tier II" eligibility under the Key Employee Plan (ii) your employment is terminated by the Company for any reason that would not entitle you to receive severance pay and layoff benefits under the Plans, including but not limited to your death or disability, (iii) you experience a change or reduction in your current duties or responsibilities, either by the Company or any successor, without being terminated, (iv) before, during, or after your termination the Company offers you continuing employment in any capacity with comparable compensation ("Comparable Compensation" shall mean a combined base salary and bonus target equal to at least 85% of the preceding Base Pay total) and you fail to accept that offer (v) you resign from your employment with the Company at any time for any reason (vi) your employment with the Company is terminated due to a sale of your business unit, and you remain or become employed by the successor employer upon the close of the sale of your business unit with Comparable Compensation, regardless of duties (vii) you are offered any position with a successor employer, with Comparable Compensation, and you fail to accept the offer, regardless of duties, (viii) you violate a Confidentiality, Non-Solicitation, or Non-Disparagement provision of this or any agreement with the Company; (ix) you breach this Payment Agreement or any severance and/or release agreements with the Company; and/or (x) your employment is terminated for Cause, which "Cause" includes:

(i) your conviction, guilty plea, or plea of no contest to any crime constituting a felony or any other offense involving fraud or dishonesty;

(ii) your violation of any Company Policy or the Company Code of Ethics; and/or

(iii) your unsatisfactory performance, if previously placed on a performance improvement plan (PIP) no longer than 52 weeks and no sooner than 4 weeks prior to that termination for performance.

In the event you forfeit your eligibility for any Payment you shall promptly repay to the Company any Payment previously paid to you under this Agreement.

You must keep the terms of this Agreement and the existence of the Payment opportunity, including the amounts, strictly confidential and not disclose them to any person at any time, other than your spouse or legal and financial advisor(s), unless compelled by law to do so. You must not at any time during your employment with the Company or thereafter, use or disclose to others any "Confidential Information" (as defined in the Company's Code of Ethics).

This Agreement is not a guarantee of employment for any fixed period of time. You or the Company may terminate your employment at any time, for any lawful reason.

Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or their successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree not to directly or indirectly, (i) recruit, hire, retain or attempt to recruit, hire or retain, any then-current employee or agent of the Company or any former employee or agent of the Company who was employed by or providing services to the Company within the prior 6 months, for employment or engagement with an entity other than the Company, or (ii) solicit or encourage any agent or employee of the Company to terminate his or her employment or other engagement with the Company.

You will not make or cause to be made any statements (whether oral or written, public or private) that disparage, are inimical to, or damage the reputation of the Company or any of its affiliates, subsidiaries, agents, officers, directors, employees, products or services. Nothing in this section will limit your ability to provide truthful testimony or information in response to a subpoena, court order, or investigation by a government agency.

Any Payment payable pursuant to this Agreement, as well as any payments or benefits under the Plans, shall only be payable if you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release. Such release must be executed and all revocation periods shall have expired prior to your receipt of any Payment; failing which the Payment shall be forfeited. If any Payment hereunder constitutes non-exempt deferred compensation for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), the Payment shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year.

Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Payment will be settled by final and binding arbitration pursuant to the Company's Resolve program. The Conditions of Employment document previously executed by you and the Resolve Guidelines are incorporated herein by reference as if set forth in full in this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

This Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance thereunder, including the exception for short-term deferrals. The Agreement shall be construed and interpreted in accordance with such intent. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A.

: This Agreement shall be binding upon and inure to the benefit of the Company's successors, including any entity that succeeds to the business and interests of the Company whether by merger, consolidation, purchase of assets or otherwise, of all or substantially all of the Company's assets and business. This Agreement and all rights hereunder are not assignable by you; except that any amounts payable under this Agreement upon your death shall be payable to your heirs or other legal representatives, as the case may be.

Except as explicitly provided above, including but not limited to the incorporation of relevant terms and conditions in the Plans, this Agreement constitutes the entire understanding between the Company and you with respect to the subject matter hereof and supersedes any and all prior understandings or agreements with respect to the subject matter hereof, written or oral. For the avoidance of doubt, this Agreement supersedes and voids, in its entirety, any prior SPECIAL SEVERANCE PAYMENT AGREEMENT(s) or similar agreements between the parties, if any.

No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

I have read and understand the terms and conditions of this Agreement as set forth above:

/s/ Rohit Gupta	02/03/2021
Signature	Date
Rohit Gupta	

Genworth Financial, Inc.

/s/ Pamela Harrison	02/04/2021
By: Pamela Harrison	Date

SPECIAL SEVERANCE PAYMENT AGREEMENT

Purpose: The purpose of this Special Severance Payment Agreement (the "Payment Agreement") is to provide that you, as a key contributor employed by Genworth Financial, Inc. (together with its affiliates, the "Company"), receive an additional payment in the event your employment with the Company is terminated during a certain Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under the Genworth Financial, Inc. Layoff Payment Plan ("Layoff Plan") or as a "Tier III" employee under the 2015 Key Employee Severance Plan ("Key Employee Plan"), as applicable (together, the "Plans"). This Payment Agreement is being awarded in recognition of the significant role you will have during that Payment Period.

Name: **Dean Mitchell**

Payment Period: The "Payment Period" begins on the effective date of this Payment Agreement and ends on December 31, 2021. If your employment with the Company is terminated for any reason at any time preceding the start, or following the conclusion, of the Payment Period you will not be eligible to receive the Payment.

Payment Amount: In the event your employment with the Company is terminated during the Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under either of the Plans (a "Qualified Severance"), you will be eligible to receive the severance pay ("Plan Severance Pay") and other layoff benefits available to you under the applicable Plan, if any, and

- a one-time, lump sum payment equivalent to your target VIC bonus payment for the then-current performance year at the time of the Qualified Severance (the "Payment")

The Payment, less all applicable deductions and withholdings, shall be paid no later than 30 business days from your Qualified Severance date or the effective date of your severance release agreement, whichever is later. The applicable Plan Severance Pay and other Plan layoff benefits, if any, shall be paid or provided pursuant to the terms and conditions in the applicable Plan. The Payment, together with any bonus entitlement under the Key Employee Plan, if any, shall be in lieu of, and not in addition to, any other bonus payments to which you may be entitled, including but not limited to any full or partial VIC payment or payouts to which you may otherwise be entitled.

Payout Criteria:

In order to be eligible to receive the Payment, your employment with the Company must be terminated during the Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under the Plans. Notwithstanding anything in this Payment Agreement to the contrary, you shall become ineligible if, at any time, you become eligible for either "Tier II" or "Tier I" benefits under the Key Employee Plan. For purposes of this Payment Agreement, you will be eligible for the Payment if during the Performance Period there is a layoff as defined in the Plans and (i) your employment is terminated, (ii) your compensation consisting of your combined base salary and VIC target amount, regardless of actual VIC payment ("Base Pay") is reduced by more than 15%, or (iii) your principle work location is relocated to an area outside a 50 mile radius of its current location.

Ineligibility/Forfeiture:

You will be ineligible, or forfeit your eligibility, for the Payment if you become ineligible, or forfeit your eligibility, for layoff benefits under the Plans for any reason, whether during Performance Period or otherwise. For the avoidance of doubt, this means, inter alia, that you will not receive, or will become ineligible for, the Payment, if (i) you are or become eligible for severance benefits under, or you become a party to or participant in, any additional severance plan, including but not limited to any Key Employee Severance Plan, other than the Layoff Plan or "Tier III" eligibility under the Key Employee Plan (ii) your employment is terminated by the Company for any reason that would not entitle you to receive severance pay and layoff benefits under the Plans, including but not limited to your death or disability, (iii) you experience a change or reduction in your current duties or responsibilities, either by the Company or any successor, without being terminated, (iv) before, during, or after your termination the Company offers you continuing employment in any capacity with comparable compensation ("Comparable Compensation" shall mean a combined base salary and bonus target equal to at least 85% of the preceding Base Pay total) and you fail to accept that offer (v) you resign from your employment with the Company at any time for any reason (vi) your employment with the Company is terminated due to a sale of your business unit, and you remain or become employed by the successor employer upon the close of the sale of your business unit with Comparable Compensation, regardless of duties (vii) you are offered any position with a successor employer, with Comparable Compensation, and you fail to accept the offer, regardless of duties, (viii) you violate a Confidentiality, Non-Solicitation, or Non-Disparagement provision of this or any agreement with the Company; (ix) you breach this Payment Agreement or any severance and/or release agreements with the Company; and/or (x) your employment is terminated for Cause, which "Cause" includes:

(i) your conviction, guilty plea, or plea of no contest to any crime constituting a felony or any other offense involving fraud or dishonesty;

(ii) your violation of any Company Policy or the Company Code of Ethics; and/or

(iii) your unsatisfactory performance, if previously placed on a performance improvement plan (PIP) no longer than 52 weeks and no sooner than 4 weeks prior to that termination for performance.

	In the event you forfeit your eligibility for any Payment you shall promptly repay to the Company any Payment previously paid to you under this Agreement.
Confidentiality:	You must keep the terms of this Agreement and the existence of the Payment opportunity, including the amounts, strictly confidential and not disclose them to any person at any time, other than your spouse or legal and financial advisor(s), unless compelled by law to do so. You must not at any time during your employment with the Company or thereafter, use or disclose to others any "Confidential Information" (as defined in the Company's Code of Ethics).
Employment at Will:	This Agreement is not a guarantee of employment for any fixed period of time. You or the Company may terminate your employment at any time, for any lawful reason.
Non-Solicitation:	Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or their successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree not to directly or indirectly, (i) recruit, hire, retain or attempt to recruit, hire or retain, any then-current employee or agent of the Company or any former employee or agent of the Company who was employed by or providing services to the Company within the prior 6 months, for employment or engagement with an entity other than the Company, or (ii) solicit or encourage any agent or employee of the Company to terminate his or her employment or other engagement with the Company.
Non-Disparagement:	You will not make or cause to be made any statements (whether oral or written, public or private) that disparage, are inimical to, or damage the reputation of the Company or any of its affiliates, subsidiaries, agents, officers, directors, employees, products or services. Nothing in this section will limit your ability to provide truthful testimony or information in response to a subpoena, court order, or investigation by a government agency.
Release Required:	Any Payment payable pursuant to this Agreement, as well as any payments or benefits under the Plans, shall only be payable if you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release. Such release must be executed and all revocation periods shall have expired prior to your receipt of any Payment; failing which the Payment shall be forfeited. If any Payment hereunder constitutes non-exempt deferred compensation for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), the Payment shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year.
Resolve:	Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Payment will be settled by final and binding arbitration pursuant to the Company's Resolve program. The Conditions of Employment document previously executed by you and the Resolve Guidelines are incorporated herein by reference as if set forth in full in this Agreement.

Governing Law:	This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
Section 409A:	This Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance thereunder, including the exception for short-term deferrals. The Agreement shall be construed and interpreted in accordance with such intent. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A.
Successors and Assigns:	This Agreement shall be binding upon and inure to the benefit of the Company's successors, including any entity that succeeds to the business and interests of the Company whether by merger, consolidation, purchase of assets or otherwise, of all or substantially all of the Company's assets and business. This Agreement and all rights hereunder are not assignable by you; except that any amounts payable under this Agreement upon your death shall be payable to your heirs or other legal representatives, as the case may be.
Entire Agreement:	Except as explicitly provided above, including but not limited to the incorporation of relevant terms and conditions in the Plans, this Agreement constitutes the entire understanding between the Company and you with respect to the subject matter hereof and supersedes any and all prior understandings or agreements with respect to the subject matter hereof, written or oral. For the avoidance of doubt, this Agreement supersedes and voids, in its entirety, any prior SPECIAL SEVERANCE PAYMENT AGREEMENT(s) or similar agreements between the parties, if any.
No Waiver:	No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

I have read and understand the terms and conditions of this Agreement as set forth above:

/s/ Dean Mitchell	1/1/2021
Signature	Date
Dean Mitchell	

Genworth Financial, Inc.

/s/ Pamela Harrison	1/8/2021
By:	
Pamela Harrison	Date

[AMENDMENT NO. 1 TO SPECIAL SEVERANCE PAYMENT AGREEMENT]

THIS AMENDMENT NO. 1 ("Amendment") is attached to and made a part of the Special Severance Payment Agreement executed on or about January 1, 2021 (the "Payment Agreement"), by and between GENWORTH FINANCIAL, INC. and its affiliates (collectively, the "Company") and DEAN MITCHELL (the "Employee"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Payment Agreement.

WHEREAS the parties desire to extend the length of the Payment Period provided for in the Payment Agreement.

NOW, THEREFORE, the Company and the Employee hereby agree to amend the "Payment Period" section of the Payment Agreement as follows:

- The Payment Period shall end on June 30, 2023.

Except as provided herein, all other terms and conditions of the Payment Agreement shall remain in full force and effect and are hereby ratified and confirmed.

DEAN MITCHELL		**GENWORTH FINANCIAL, INC.**	
By:	/s/ H. Dean Mitchell	By:	/s/ Pamela Harrison
Date:	02/05/2021	Date:	02/02/2021

SPECIAL SEVERANCE PAYMENT AGREEMENT

Purpose: The purpose of this Special Severance Payment Agreement (the "Payment Agreement") is to provide that you, as a key contributor employed by Genworth Financial, Inc. (together with its affiliates, the "Company"), receive an additional payment in the event your employment with the Company is terminated during a certain Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under the Genworth Financial, Inc. Layoff Payment Plan ("Layoff Plan") or as a "Tier III" employee under the 2015 Key Employee Severance Plan ("Key Employee Plan"), as applicable (together, the "Plans"). This Payment Agreement is being awarded in recognition of the significant role you will have during that Payment Period.

Name: **Dean Mitchell**

Payment Period: The "Payment Period" begins on the effective date of this Payment Agreement and ends on December 31, 2021. If your employment with the Company is terminated for any reason at any time preceding the start, or following the conclusion, of the Payment Period you will not be eligible to receive the Payment.

Payment Amount: In the event your employment with the Company is terminated during the Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under either of the Plans (a "Qualified Severance"), you will be eligible to receive the severance pay ("Plan Severance Pay") and other layoff benefits available to you under the applicable Plan, if any, and

- a one-time, lump sum payment equivalent to your target VIC bonus payment for the then-current performance year at the time of the Qualified Severance (the "Payment")

The Payment, less all applicable deductions and withholdings, shall be paid no later than 30 business days from your Qualified Severance date or the effective date of your severance release agreement, whichever is later. The applicable Plan Severance Pay and other Plan layoff benefits, if any, shall be paid or provided pursuant to the terms and conditions in the applicable Plan. The Payment, together with any bonus entitlement under the Key Employee Plan, if any, shall be in lieu of, and not in addition to, any other bonus payments to which you may be entitled, including but not limited to any full or partial VIC payment or payouts to which you may otherwise be entitled.

Payout Criteria:

In order to be eligible to receive the Payment, your employment with the Company must be terminated during the Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under the Plans. Notwithstanding anything in this Payment Agreement to the contrary, you shall become ineligible if, at any time, you become eligible for either "Tier II" or "Tier I" benefits under the Key Employee Plan. For purposes of this Payment Agreement, you will be eligible for the Payment if during the Performance Period there is a layoff as defined in the Plans and (i) your employment is terminated, (ii) your compensation consisting of your combined base salary and VIC target amount, regardless of actual VIC payment ("Base Pay") is reduced by more than 15%, or (iii) your principle work location is relocated to an area outside a 50 mile radius of its current location.

Ineligibility/Forfeiture:

You will be ineligible, or forfeit your eligibility, for the Payment if you become ineligible, or forfeit your eligibility, for layoff benefits under the Plans for any reason, whether during Performance Period or otherwise. For the avoidance of doubt, this means, inter alia, that you will not receive, or will become ineligible for, the Payment, if (i) you are or become eligible for severance benefits under, or you become a party to or participant in, any additional severance plan, including but not limited to any Key Employee Severance Plan, other than the Layoff Plan or "Tier III" eligibility under the Key Employee Plan (ii) your employment is terminated by the Company for any reason that would not entitle you to receive severance pay and layoff benefits under the Plans, including but not limited to your death or disability, (iii) you experience a change or reduction in your current duties or responsibilities, either by the Company or any successor, without being terminated, (iv) before, during, or after your termination the Company offers you continuing employment in any capacity with comparable compensation ("Comparable Compensation" shall mean a combined base salary and bonus target equal to at least 85% of the preceding Base Pay total) and you fail to accept that offer (v) you resign from your employment with the Company at any time for any reason (vi) your employment with the Company is terminated due to a sale of your business unit, and you remain or become employed by the successor employer upon the close of the sale of your business unit with Comparable Compensation, regardless of duties (vii) you are offered any position with a successor employer, with Comparable Compensation, and you fail to accept the offer, regardless of duties, (viii) you violate a Confidentiality, Non-Solicitation, or Non- Disparagement provision of this or any agreement with the Company; (ix) you breach this Payment Agreement or any severance and/or release agreements with the Company; and/or (x) your employment is terminated for Cause, which "Cause" includes:

(i) your conviction, guilty plea, or plea of no contest to any crime constituting a felony or any other offense involving fraud or dishonesty;
(ii) your violation of any Company Policy or the Company Code of Ethics; and/or
(iii) your unsatisfactory performance, if previously placed on a performance improvement plan (PIP) no longer than 52 weeks and no sooner than 4 weeks prior to that termination for performance.

In the event you forfeit your eligibility for any Payment you shall promptly repay to the Company any Payment previously paid to you under this Agreement.

Confidentiality: You must keep the terms of this Agreement and the existence of the Payment opportunity, including the amounts, strictly confidential and not disclose them to any person at any time, other than your spouse or legal and financial advisor(s), unless compelled by law to do so. You must not at any time during your employment with the Company or thereafter, use or disclose to others any "Confidential Information" (as defined in the Company's Code of Ethics).

Employment at Will: This Agreement is not a guarantee of employment for any fixed period of time. You or the Company may terminate your employment at any time, for any lawful reason.

Non-Solicitation: Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or their successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree not to directly or indirectly, (i) recruit, hire, retain or attempt to recruit, hire or retain, any then-current employee or agent of the Company or any former employee or agent of the Company who was employed by or providing services to the Company within the prior 6 months, for employment or engagement with an entity other than the Company, or (ii) solicit or encourage any agent or employee of the Company to terminate his or her employment or other engagement with the Company.

Non-Disparagement: You will not make or cause to be made any statements (whether oral or written, public or private) that disparage, are inimical to, or damage the reputation of the Company or any of its affiliates, subsidiaries, agents, officers, directors, employees, products or services. Nothing in this section will limit your ability to provide truthful testimony or information in response to a subpoena, court order, or investigation by a government agency.

Release Required: Any Payment payable pursuant to this Agreement, as well as any payments or benefits under the Plans, shall only be payable if you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release. Such release must be executed and all revocation periods shall have expired prior to your receipt of any Payment; failing which the Payment shall be forfeited. If any Payment hereunder constitutes non- exempt deferred compensation for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), the Payment shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year.

Resolve:	Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Payment will be settled by final and binding arbitration pursuant to the Company's Resolve program. The Conditions of Employment document previously executed by you and the Resolve Guidelines are incorporated herein by reference as if set forth in full in this Agreement.
Governing Law:	This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
Section 409A:	This Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance thereunder, including the exception for short-term deferrals. The Agreement shall be construed and interpreted in accordance with such intent. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A.
Successors and Assigns:	This Agreement shall be binding upon and inure to the benefit of the Company's successors, including any entity that succeeds to the business and interests of the Company whether by merger, consolidation, purchase of assets or otherwise, of all or substantially all of the Company's assets and business. This Agreement and all rights hereunder are not assignable by you; except that any amounts payable under this Agreement upon your death shall be payable to your heirs or other legal representatives, as the case may be.
Entire Agreement:	Except as explicitly provided above, including but not limited to the incorporation of relevant terms and conditions in the Plans, this Agreement constitutes the entire understanding between the Company and you with respect to the subject matter hereof and supersedes any and all prior understandings or agreements with respect to the subject matter hereof, written or oral. For the avoidance of doubt, this Agreement supersedes and voids, in its entirety, any prior SPECIAL SEVERANCE PAYMENT AGREEMENT(s) or similar agreements between the parties, if any.
No Waiver:	No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

I have read and understand the terms and conditions of this Agreement as set forth above:

/s/ H. Dean Mitchell	1/1/2021
Signature	Date
Dean Mitchell	

Genworth Financial, Inc.

/s/ Pamela Harrison	01-08-2021
By: Pamela Harrison	Date

SPECIAL SEVERANCE PAYMENT AGREEMENT

The purpose of this Special Severance Payment Agreement (the "Payment Agreement") is to ensure that certain key contributors employed by Genworth Financial, Inc. (together with its affiliates, the "Company") receive additional payment(s) in the event their employment with the Company is terminated during a certain Payment Period under circumstances which would entitle them to receive severance pay and layoff benefits under the Genworth Financial, Inc. Layoff Payment Plan (the "Plan"). This Payment Agreement is being awarded in recognition of the significant role you will have during that Payment Period.

Evan Stolove

The "Payment Period" begins on the effective date of this Payment Agreement and ends on December 31, 2021. If your employment with the Company is terminated for any reason at any time preceding the start, or following the conclusion, of the Payment Period you will not be eligible to receive the Payments.

In the event your employment with the Company is terminated during the Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under the Plan ("Qualified Severance"), you will be eligible to receive the severance pay ("Plan Severance Pay") and other layoff benefits available to you under the Plan, if any, and

(i) an additional, one-time, lump sum payment equivalent to 52 weeks of your then-current salary less the amount of your Plan Severance Pay ("Supplemental Severance") such that the combined amount of your Plan Severance Pay plus your Supplemental Severance shall together total 52 weeks of your then-current salary,

(ii) a one-time, lump sum payment equivalent to your target VIC bonus payment for the then-current performance year at the time of the Qualified Severance (the "VIC Equivalent"), and

(iii) a one-time, lump sum payment equivalent to your target VIC bonus payment for the then-current performance year, prorated to the portion of the performance year completed as of the time of the Qualified Severance (the "Prorated VIC") (the "Supplemental Severance," "VIC Equivalent" and "Prorated VIC" together, the "Payments")

The Payments, less all applicable deductions and withholdings, shall be paid no later than 30 business days from your Qualified Severance date or the effective date of your severance release agreement, whichever is later. The Plan Severance Pay and other Plan layoff benefits, if any, shall be paid or provided pursuant to the terms and conditions in the Plan. The Payments shall otherwise be in lieu of, and not in addition to, any other bonus payments to which you may be entitled, including but not limited to any VIC payments to which you may otherwise be entitled under the Plan or otherwise.

In order to be eligible to receive the Payments, your employment with the Company must be terminated during the Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under the Plan. Provided, however, that for the purpose of this Agreement, you will be eligible for the Payments if during the Performance Period there is a layoff as defined in the Plan and (i) your employment is terminated, (ii) your base salary is reduced by more than 20%, or (iii) your principle work location is relocated to an area outside a 50 mile radius of its current location.

You will be ineligible, or forfeit your eligibility, for the Payments if you become ineligible, or forfeit your eligibility, for layoff benefits under the Plan for any reason, whether during Performance Period or otherwise. For the avoidance of doubt, this means, inter alia, that you will not receive, or will become ineligible for, the Payments, if (i) you are or become eligible for severance benefits under, or become a party to or participant in, the Genworth Financial, Inc. Key Employee Severance Plan, or any other severance plan or agreement other than the Plan or this Payment Agreement (ii) your employment is terminated by the Company for any reason that would not entitle you to receive severance pay and layoff benefits under the Plan, including but not limited to your death or disability, (iii) you experience a change or reduction in your current duties or responsibilities, either by the Company or any successor, without being terminated, (iv) before, during, or after your termination the Company offers you continuing employment in any capacity at a comparable base salary and you fail to accept that offer (v) you resign from your employment with the Company at any time for any reason (vi) your employment with the Company is terminated due to a sale of your business unit, and you remain or become employed by the successor employer upon the close of the sale of your business unit at a comparable base salary, regardless of duties (vii) you are offered any position with a successor employer at a comparable base salary and you fail to accept the offer, regardless of duties, (viii) you violate a Confidentiality, Non-Solicitation, or Non-Disparagement provision of this or any agreement with the Company; (ix) you breach this Payment Agreement or any severance and/or release agreements with the Company; and/or (x) your employment is terminated for Cause, which “Cause” includes:

(i) your conviction, guilty plea, or plea of no contest to any crime constituting a felony or any other offense involving fraud or dishonesty;

(ii) your violation of any Company Policy or the Company Code of Ethics; and/or

(iii) your unsatisfactory performance, if previously placed on a performance improvement plan (PIP) no longer than 52 weeks and no sooner than 4 weeks prior to that termination for performance.

In the event you forfeit your eligibility for any Payments you shall promptly repay to the Company any Payments previously paid to you under this Agreement.

You must keep the terms of this Agreement and the existence of the Payments opportunity, including the amounts, strictly confidential and not disclose them to any person at any time, other than your spouse or legal and financial advisor(s), unless compelled by law to do so. You must not at any time during your employment with the Company or thereafter, use or disclose to others any “Confidential Information” (as defined in the Company’s Code of Ethics).

This Agreement is not a guarantee of employment for any fixed period of time. You or the Company may terminate your employment at any time, for any lawful reason.

Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or their successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree not to directly or indirectly, (i) recruit, hire, retain or attempt to recruit, hire or retain, any then-current employee or agent of the Company or any former employee or agent of the Company who was employed by or providing services to the Company within the prior 6 months, for employment or engagement with an entity other than the Company, or (ii) solicit or encourage any agent or employee of the Company to terminate his or her employment or other engagement with the Company.

You will not make or cause to be made any statements (whether oral or written, public or private) that disparage, are inimical to, or damage the reputation of the Company or any of its affiliates, subsidiaries, agents, officers, directors, employees, products or services. Nothing in this section will limit your ability to provide truthful testimony or information in response to a subpoena, court order, or investigation by a government agency.

Any Payments payable pursuant to this Agreement, as well as any payments or benefits under the Plan, shall only be payable if you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release. Such release must be executed and all revocation periods shall have expired prior to your receipt of any Payments; failing which the Payment shall be forfeited. If any Payment hereunder constitutes non-exempt deferred compensation for purposes of Section 409A of the Internal Revenue Code (“Section 409A”), the Payment shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year.

Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Payment will be settled by final and binding arbitration pursuant to the Company’s Resolve program. The Conditions of Employment document previously executed by you and the Resolve Guidelines are incorporated herein by reference as if set forth in full in this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

This Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance thereunder, including the exception for short-term deferrals. The Agreement shall be construed and interpreted in accordance with such intent. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A.

: This Agreement shall be binding upon and inure to the benefit of the Company's successors, including any entity that succeeds to the business and interests of the Company whether by merger, consolidation, purchase of assets or otherwise, of all or substantially all of the Company's assets and business. This Agreement and all rights hereunder are not assignable by you; except that any amounts payable under this Agreement upon your death shall be payable to your heirs or other legal representatives, as the case may be.

Except as explicitly provided above, including but not limited to the incorporation of relevant terms and conditions in the Plan, this Agreement constitutes the entire understanding between the Company and you with respect to the subject matter hereof and supersedes any and all prior understandings or agreements with respect to the subject matter hereof, written or oral. For the avoidance of doubt, this Agreement supersedes and voids, in its entirety, any prior SPECIAL SEVERANCE PAYMENT AGREEMENT(s) or similar agreements between the parties, if any.

No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

I have read and understand the terms and conditions of this Agreement as set forth above:

Signature	Date
Evan Stolove	

Genworth Financial, Inc.

By:	
Pamela Harrison	Date

[AMENDMENT NO. 1 TO SPECIAL SEVERANCE PAYMENT AGREEMENT]

THIS AMENDMENT NO. 1 ("Amendment") is attached to and made a part of the Special Severance Payment Agreement executed on or about January 3, 2021 (the "Payment Agreement"), by and between GENWORTH FINANCIAL, INC. and its affiliates (collectively, the "Company") and Evan Stolove (the "Employee"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Payment Agreement.

WHEREAS the parties desire to extend the length of the Payment Period provided for in the Payment Agreement.

NOW, THEREFORE, the Company and the Employee hereby agree to amend the "Payment Period" section of the Payment Agreement as follows:

- The Payment Period shall end on June 30, 2023.

Except as provided herein, all other terms and conditions of the Payment Agreement shall remain in full force and effect and are hereby ratified and confirmed.

EVAN STOLOVE		**GENWORTH FINANCIAL, INC.**	
By:	/s/ Evan Stolove	By:	/s/ Pamela Harrison
Date:	02/05/2021	Date:	02/10/2021

SPECIAL SEVERANCE PAYMENT AGREEMENT

Purpose: The purpose of this Special Severance Payment Agreement (the "Payment Agreement") is to ensure that certain key contributors employed by Genworth Financial, Inc. (together with its affiliates, the "Company") receive additional payment(s) in the event their employment with the Company is terminated during a certain Payment Period under circumstances which would entitle them to receive severance pay and layoff benefits under the Genworth Financial, Inc. Layoff Payment Plan (the "Plan"). This Payment Agreement is being awarded in recognition of the significant role you will have during that Payment Period.

Name: **Evan Stolove**

Payment Period: The "Payment Period" begins on the effective date of this Payment Agreement and ends on December 31, 2021. If your employment with the Company is terminated for any reason at any time preceding the start, or following the conclusion, of the Payment Period you will not be eligible to receive the Payments.

Payment Amount: In the event your employment with the Company is terminated during the Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under the Plan ("Qualified Severance"), you will be eligible to receive the severance pay ("Plan Severance Pay") and other layoff benefits available to you under the Plan, if any, and

(i) an additional, one-time, lump sum payment equivalent to 52 weeks of your then-current salary less the amount of your Plan Severance Pay ("Supplemental Severance") such that the combined amount of your Plan Severance Pay plus your Supplemental Severance shall together total 52 weeks of your then-current salary,

(ii) a one-time, lump sum payment equivalent to your target VIC bonus payment for the then-current performance year at the time of the Qualified Severance (the "VIC Equivalent"), and

(iii) a one-time, lump sum payment equivalent to your target VIC bonus payment for the then-current performance year, prorated to the portion of the performance year completed as of the time of the Qualified Severance (the "Prorated VIC") (the "Supplemental Severance," "VIC Equivalent" and "Prorated VIC" together, the "Payments")

The Payments, less all applicable deductions and withholdings, shall be paid no later than 30 business days from your Qualified Severance date or the effective date of your severance release agreement, whichever is later. The Plan Severance Pay and other Plan layoff benefits, if any, shall be paid or provided pursuant to the terms and conditions in the Plan. The Payments shall otherwise be in lieu of, and not in addition to, any other bonus payments to which you may be entitled, including but not limited to any VIC payments to which you may otherwise be entitled under the Plan or otherwise.

Payout Criteria: In order to be eligible to receive the Payments, your employment with the Company must be terminated during the Payment Period under circumstances which entitle you to receive severance pay and layoff benefits under the Plan. Provided, however, that for the purpose of this Agreement, you will be eligible for the Payments if during the Performance Period there is a layoff as defined in the Plan and (i) your employment is terminated, (ii) your base salary is reduced by more than 20%, or (iii) your principle work location is relocated to an area outside a 50 mile radius of its current location.

Ineligibility/Forfeiture:

You will be ineligible, or forfeit your eligibility, for the Payments if you become ineligible, or forfeit your eligibility, for layoff benefits under the Plan for any reason, whether during Performance Period or otherwise. For the avoidance of doubt, this means, inter alia, that you will not receive, or will become ineligible for, the Payments, if (i) you are or become eligible for severance benefits under, or become a party to or participant in, the Genworth Financial, Inc. Key Employee Severance Plan, or any other severance plan or agreement other than the Plan or this Payment Agreement (ii) your employment is terminated by the Company for any reason that would not entitle you to receive severance pay and layoff benefits under the Plan, including but not limited to your death or disability, (iii) you experience a change or reduction in your current duties or responsibilities, either by the Company or any successor, without being terminated, (iv) before, during, or after your termination the Company offers you continuing employment in any capacity at a comparable base salary and you fail to accept that offer (v) you resign from your employment with the Company at any time for any reason (vi) your employment with the Company is terminated due to a sale of your business unit, and you remain or become employed by the successor employer upon the close of the sale of your business unit at a comparable base salary, regardless of duties (vii) you are offered any position with a successor employer at a comparable base salary and you fail to accept the offer, regardless of duties, (viii) you violate a Confidentiality, Non-Solicitation, or Non-Disparagement provision of this or any agreement with the Company; (ix) you breach this Payment Agreement or any severance and/or release agreements with the Company; and/or (x) your employment is terminated for Cause, which "Cause" includes:

(i) your conviction, guilty plea, or plea of no contest to any crime constituting a felony or any other offense involving fraud or dishonesty;

(ii) your violation of any Company Policy or the Company Code of Ethics; and/or

(iii) your unsatisfactory performance, if previously placed on a performance improvement plan (PIP) no longer than 52 weeks and no sooner than 4 weeks prior to that termination for performance.

In the event you forfeit your eligibility for any Payments you shall promptly repay to the Company any Payments previously paid to you under this Agreement.

Confidentiality:

You must keep the terms of this Agreement and the existence of the Payments opportunity, including the amounts, strictly confidential and not disclose them to any person at any time, other than your spouse or legal and financial advisor(s), unless compelled by law to do so. You must not at any time during your employment with the Company or thereafter, use or disclose to others any "Confidential Information" (as defined in the Company's Code of Ethics).

Employment at Will:

This Agreement is not a guarantee of employment for any fixed period of time. You or the Company may terminate your employment at any time, for any lawful reason.

Non-Solicitation:

Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or their successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree not to directly or indirectly, (i) recruit, hire, retain or attempt to recruit, hire or retain, any then-current employee or agent of the Company or any former employee or agent of the Company who was employed by or providing services to the Company within the prior 6 months, for employment or engagement with an entity other than the Company, or (ii) solicit or encourage any agent or employee of the Company to terminate his or her employment or other engagement with the Company.

Non-Disparagement:	You will not make or cause to be made any statements (whether oral or written, public or private) that disparage, are inimical to, or damage the reputation of the Company or any of its affiliates, subsidiaries, agents, officers, directors, employees, products or services. Nothing in this section will limit your ability to provide truthful testimony or information in response to a subpoena, court order, or investigation by a government agency.
Release Required:	Any Payments payable pursuant to this Agreement, as well as any payments or benefits under the Plan, shall only be payable if you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release. Such release must be executed and all revocation periods shall have expired prior to your receipt of any Payments; failing which the Payment shall be forfeited. If any Payment hereunder constitutes non-exempt deferred compensation for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), the Payment shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year.
Resolve:	Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Payment will be settled by final and binding arbitration pursuant to the Company's Resolve program. The Conditions of Employment document previously executed by you and the Resolve Guidelines are incorporated herein by reference as if set forth in full in this Agreement.
Governing Law:	This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
Section 409A:	This Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance thereunder, including the exception for short-term deferrals. The Agreement shall be construed and interpreted in accordance with such intent. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A.
Successors and Assigns:	This Agreement shall be binding upon and inure to the benefit of the Company's successors, including any entity that succeeds to the business and interests of the Company whether by merger, consolidation, purchase of assets or otherwise, of all or substantially all of the Company's assets and business. This Agreement and all rights hereunder are not assignable by you; except that any amounts payable under this Agreement upon your death shall be payable to your heirs or other legal representatives, as the case may be.
Entire Agreement:	Except as explicitly provided above, including but not limited to the incorporation of relevant terms and conditions in the Plan, this Agreement constitutes the entire understanding between the Company and you with respect to the subject matter hereof and supersedes any and all prior understandings or agreements with respect to the subject matter hereof, written or oral. For the avoidance of doubt, this Agreement supersedes and voids, in its entirety, any prior SPECIAL SEVERANCE PAYMENT AGREEMENT(s) or similar agreements between the parties, if any.

No Waiver: No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

I have read and understand the terms and conditions of this Agreement as set forth above:

/s/ Evan Stolove		1/3/2021
Signature		Date
Evan Stolove		

Genworth Financial, Inc.

/s/ Pamela Harrison		1/8/2021
By: Pamela Harrison		Date

TRANSITION RETENTION BONUS AGREEMENT

Purpose: The purpose of this transition retention bonus agreement (the "Agreement") is to retain key contributors during a critical transition period for Genworth Financial, Inc. (together with its affiliates, the "Company"). This Bonus is being awarded in recognition of the significant role you will have during the Transition Bonus Period.

TRANSITION RETENTION BONUS

Name: **Dean Mitchell**

Transition Bonus Period: The "Transition Bonus Period" is the period beginning on the effective date of this Agreement and ending on October 1, 2021.

Bonus Amount: You are eligible to receive a Bonus payment equivalent to $250,000, less applicable deductions and withholdings (the "Bonus"), subject to the terms and conditions herein.

Bonus Payment Date: The Bonus will be paid within 45 calendar days of the end of the Transition Bonus Period.

Payout Criteria: In order become eligible for the Bonus, you must either (i) remain actively employed with the Company (or its affiliates or successors) for the duration of the Transition Bonus Period; (ii) have your employment terminated pursuant to a Layoff, as defined herein, during the Transition Bonus Period; or (iii) suffer death or total disability (such that you are permanently incapable, with or without reasonable accommodation, of performing your duties for the Company) during the Transition Bonus Period.

Layoff: For the purpose of this Agreement, "Layoff" means (1) your base salary is reduced by more than 20%; (2) your principle work location is permanently relocated to an area outside a 50 mile radius of its current location; or (3) you experience job loss due to a layoff as defined in the Company Layoff Payment Plan. Layoff does not mean a change or reduction in your current duties or responsibilities. Layoff does not include termination for cause ("Cause") as a result of or following (i) your conviction, guilty plea, or plea of no contest to any crime constituting a felony or any other offense involving fraud; or (ii) your violation of any Company Policy or the Company Code of Ethics. If the Company offers you continuing employment in any capacity at a comparable base salary and you fail to accept it, you have not experienced Layoff and you will not be eligible to receive any Bonus on the Bonus Payment Date.

Forfeiture: Notwithstanding anything in this Agreement to the contrary, your entitlement to the Bonus, if any, will be forfeited in full if, at any time prior to the expiration of the Transition Bonus Period, you:

- resign your employment for any reason,
- are terminated for any reason other than a Layoff,
- are placed on a performance improvement plan,
- breach this Agreement, or
- are offered any position with the Company or a successor employer and you fail to accept that offer.

Additionally, if you violate the Confidentiality, Non-Solicitation, Non-Competition, or Non- Disparagement provisions of this Agreement, it will be considered a material breach of this Agreement and you will (i) forfeit your eligibility for any Bonus and (ii) promptly repay to the Company any Bonus previously paid to you under this Agreement.

Employment at Will: This Agreement is not a guarantee of employment for any fixed period of time. You may terminate your employment or have your employment terminated by the Company at any time, for any lawful reason.

must keep the terms of this Agreement and the existence of the Bonus opportunity, including the amount, strictly confidential and not disclose them to any person at any time, other than your spouse or legal and financial advisor(s), unless compelled by law to do so. You must not at any time during your employment by the Company or thereafter, use or disclose to others any "Confidential Information" (as defined in the Company's Code of Ethics).

ess expressly waived in writing by the Executive Vice President of Human Resources of the Company (or her successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree not to directly or indirectly, (i) recruit, hire, retain or attempt to recruit, hire or retain, any then-current employee or agent of the Company or any former employee or agent of the Company who was employed by or providing services to the Company within the prior 6 months, for employment or engagement with an entity other than the Company, or (ii) solicit or encourage any agent or employee of the Company to terminate his or her employment or other engagement with the Company.

ess expressly waived in writing by the Executive Vice President of Human Resources of the Company (or her successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree that you will not, whether as an employee, director, consultant, independent contractor or otherwise, perform Restricted Activities for any person or entity that provides Competitive Services. "Restricted Activities" means services, duties or responsibilities that are the same as, or substantially similar to, those performed by you on behalf of Company at any time during the 12 months preceding the cessation of your employment with the Company. "Competitive Services" means the business of providing insurance products competitive with, or that are substantial substitutes for, those provided by the Company, and/or products and services related to same. Notwithstanding the foregoing, Employee may passively own or hold equity securities of companies or entities that engage in Competitive Services, provided that (i) such equity securities are publicly traded on a securities exchange, and (ii) Employee's aggregate holdings of such securities do not exceed at any time one percent (1%) of the total issued and outstanding equity securities of such company or entity.

will not make or cause to be made any statements (whether oral or written, public or private) that disparage, are inimical to, or damage the reputation of the Company or any of its affiliates, subsidiaries, agents, officers, directors, employees, products or services. Nothing in this section will limit your ability to provide truthful testimony or information in response to a subpoena, court order, or investigation by a government agency.

Bonus payable pursuant to this Agreement shall only be payable if you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release. Such release must be executed and all revocation periods shall have expired prior to the payment of the Bonus; failing which your entitlement to the Bonus, if any, shall be forfeited. If any payment hereunder constitutes non-exempt deferred compensation for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), the payment shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year.

Resolve:	Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Bonus will be settled by final and binding arbitration pursuant to the Company's Resolve program. The Conditions of Employment document previously executed by you and the Resolve Guidelines are incorporated herein by reference as if set forth in full in this Agreement.
Governing Law:	This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
Section 409A:	This Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance thereunder, including the exception for short-term deferrals. The Agreement shall be construed and interpreted in accordance with such intent. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A.
Successors and Assigns:	This Agreement shall be binding upon and inure to the benefit of the Company's successors, including any entity that succeeds to the business and interests of the Company whether by merger, consolidation, purchase of assets or otherwise, of all or substantially all of the Company's assets and business. This Agreement and all rights hereunder are not assignable by you; except that any amounts payable under this Agreement upon your death shall be payable to your heirs or other legal representatives, as the case may be.
Entire Agreement:	Except as explicitly provided above, this Agreement constitutes the entire understanding between the Company and you with respect to the subject matter hereof and supersedes any and all prior understandings or agreements with respect to the subject matter hereof, written or oral.
No Waiver:	No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

I have read and understand the terms and conditions of this Agreement as set forth above:

/s/ Dean Mitchell	1/03/2021
Signature	Date

Genworth Financial, Inc.

/s/ Pamela Harrison	1/08/2021
By: Pamela Harrison	Date

TRANSITION RETENTION BONUS AGREEMENT

Purpose: The purpose of this transition retention bonus agreement (the "Agreement") is to retain key contributors during a critical transition period for Genworth Financial, Inc. (together with its affiliates, the "Company"). This Bonus is being awarded in recognition of the significant role you will have during the Transition Bonus Period.

TRANSITION RETENTION BONUS

Name: Evan Stolove

Transition Bonus Period: The "Transition Bonus Period" is the period beginning on the effective date of this Agreement and ending on October 1, 2021.

Bonus Amount: You are eligible to receive a Bonus payment equivalent to $150,000, less applicable deductions and withholdings (the "Bonus"), subject to the terms and conditions herein.

Bonus Payment Date: The Bonus will be paid within 45 calendar days of the end of the Transition Bonus Period.

Payout Criteria: In order become eligible for the Bonus, you must either (i) remain actively employed with the Company (or its affiliates or successors) for the duration of the Transition Bonus Period; (ii) have your employment terminated pursuant to a Layoff, as defined herein, during the Transition Bonus Period; or (iii) suffer death or total disability (such that you are permanently incapable, with or without reasonable accommodation, of performing your duties for the Company) during the Transition Bonus Period.

Layoff: For the purpose of this Agreement, "Layoff" means (1) your base salary is reduced by more than 20%; (2) your principle work location is permanently relocated to an area outside a 50 mile radius of its current location; or (3) you experience job loss due to a layoff as defined in the Company Layoff Payment Plan. Layoff does not mean a change or reduction in your current duties or responsibilities. Layoff does not include termination for cause ("Cause") as a result of or following (i) your conviction, guilty plea, or plea of no contest to any crime constituting a felony or any other offense involving fraud; or (ii) your violation of any Company Policy or the Company Code of Ethics. If the Company offers you continuing employment in any capacity at a comparable base salary and you fail to accept it, you have not experienced Layoff and you will not be eligible to receive any Bonus on the Bonus Payment Date.

Forfeiture: Notwithstanding anything in this Agreement to the contrary, your entitlement to the Bonus, if any, will be forfeited in full if, at any time prior to the expiration of the Transition Bonus Period, you:

- resign your employment for any reason,
- are terminated for any reason other than a Layoff,
- are placed on a performance improvement plan,
- breach this Agreement, or
- are offered any position with the Company or a successor employer and you fail to accept that offer.

Additionally, if you violate the Confidentiality, Non-Solicitation, Non-Competition, or Non-Disparagement provisions of this Agreement, it will be considered a material breach of this Agreement and you will (i) forfeit your eligibility for any Bonus and (ii) promptly repay to the Company any Bonus previously paid to you under this Agreement.

Employment at Will: This Agreement is not a guarantee of employment for any fixed period of time. You may terminate your employment or have your employment terminated by the Company at any time, for any lawful reason.

Confidentiality:	You must keep the terms of this Agreement and the existence of the Bonus opportunity, including the amount, strictly confidential and not disclose them to any person at any time, other than your spouse or legal and financial advisor(s), unless compelled by law to do so. You must not at any time during your employment by the Company or thereafter, use or disclose to others any "Confidential Information" (as defined in the Company's Code of Ethics).
Non-Solicitation:	Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or her successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree not to directly or indirectly, (i) recruit, hire, retain or attempt to recruit, hire or retain, any then-current employee or agent of the Company or any former employee or agent of the Company who was employed by or providing services to the Company within the prior 6 months, for employment or engagement with an entity other than the Company, or (ii) solicit or encourage any agent or employee of the Company to terminate his or her employment or other engagement with the Company.
Non-Competition:	Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or her successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree that you will not, whether as an employee, director, consultant, independent contractor or otherwise, perform Restricted Activities for any person or entity that provides Competitive Services. "Restricted Activities" means services, duties or responsibilities that are the same as, or substantially similar to, those performed by you on behalf of Company at any time during the 12 months preceding the cessation of your employment with the Company. "Competitive Services" means the business of providing insurance products competitive with, or that are substantial substitutes for, those provided by the Company, and/or products and services related to same. Notwithstanding the foregoing, Employee may passively own or hold equity securities of companies or entities that engage in Competitive Services, provided that (i) such equity securities are publicly traded on a securities exchange, and (ii) Employee's aggregate holdings of such securities do not exceed at any time one percent (1%) of the total issued and outstanding equity securities of such company or entity.
Non-Disparagement:	You will not make or cause to be made any statements (whether oral or written, public or private) that disparage, are inimical to, or damage the reputation of the Company or any of its affiliates, subsidiaries, agents, officers, directors, employees, products or services. Nothing in this section will limit your ability to provide truthful testimony or information in response to a subpoena, court order, or investigation by a government agency.
Release Required:	Any Bonus payable pursuant to this Agreement shall only be payable if you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release. Such release must be executed and all revocation periods shall have expired prior to the payment of the Bonus; failing which your entitlement to the Bonus, if any, shall be forfeited. If any payment hereunder constitutes non-exempt deferred compensation for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), the payment shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year.

Resolve:	Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Bonus will be settled by final and binding arbitration pursuant to the Company's Resolve program. The Conditions of Employment document previously executed by you and the Resolve Guidelines are incorporated herein by reference as if set forth in full in this Agreement.
Governing Law:	This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
Section 409A:	This Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance thereunder, including the exception for short-term deferrals. The Agreement shall be construed and interpreted in accordance with such intent. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A.
Successors and Assigns:	This Agreement shall be binding upon and inure to the benefit of the Company's successors, including any entity that succeeds to the business and interests of the Company whether by merger, consolidation, purchase of assets or otherwise, of all or substantially all of the Company's assets and business. This Agreement and all rights hereunder are not assignable by you; except that any amounts payable under this Agreement upon your death shall be payable to your heirs or other legal representatives, as the case may be.
Entire Agreement:	Except as explicitly provided above, this Agreement constitutes the entire understanding between the Company and you with respect to the subject matter hereof and supersedes any and all prior understandings or agreements with respect to the subject matter hereof, written or oral.
No Waiver:	No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

I have read and understand the terms and conditions of this Agreement as set forth above:

/s/ Evan Stolove	1/03/2021
Signature	Date

Genworth Financial, Inc.

/s/ Pamela Harrison	1/08/2021
By: Pamela Harrison	Date

RETENTION BONUS AGREEMENT

Purpose: The purpose of this retention bonus agreement (the "Agreement") is to retain key contributors during a critical period for Genworth Financial, Inc. (together with its affiliates, the "Company"). The payments herein are awarded in recognition of the significant roleyou will have during this period.

RETENTION BONUS

Name: Rohit Gupta

Bonus Period: The "Bonus Period" is the period beginning on the effective date of this Agreement and ending on December 31, 2021.

Bonus Amount: You are eligible to receive a bonus payment equivalent to $3,000,000 less applicable deductions and withholdings (the "Bonus"), subject to the terms and conditions herein.

Bonus Payment Date: The Bonus will be paid within 45 calendar days of the end of the Bonus Period.

Payout Criteria: In order become eligible for the Bonus, you must either (i) remain actively employed with the Company, or its successor, for the duration of the Bonus Period; (ii) have your employment terminated pursuant to a "Qualified Termination" as defined in either the 2015 Key Employee Severance Plan, *as amended*, or the 2014 Change of Control Plan, *as amended* (each incorporated hereto by reference) , during the Bonus Period; or (iii) suffer death or total disability (such that you are permanently incapable, with or without reasonable accommodation, of performing your essential duties for the Company) during the Bonus Period.

Forfeiture: Notwithstanding anything in this Agreement to the contrary, you shall not be entitled to the Bonus, or your entitlement to the Bonus will be forfeited in full, if, at any time prior to the expiration of the Bonus Period, you breach this Agreement.

At the Company's sole discretion, the Bonus may be prorated in the event you take a leave of absence of three (3) consecutive weeks or more, for any reason other than medical, disability or FMLA leave, during the Bonus Period. Additionally, if you violate the Confidentiality, Non-Solicitation, Non-Competition, or Non- Disparagement provisions of this Agreement at any time, it will be considered a material breach of this Agreement and you will (i) forfeit your eligibility for any Bonus and (ii) promptly repay to the Company any Bonus previously paid to you under this Agreement.

Employment at Will: This Agreement is not a guarantee of employment for any fixed period of time. You may terminate your employment or have your employment terminated by the Company at any time, for any lawful reason.

Confidentiality:	You must keep the terms of this Agreement and the existence of the Bonus opportunity, including the amount, strictly confidential and not disclose them to any person at any time, other than your spouse or legal and financial advisor(s), unless compelled by law to do so. You must not at any time during your employment by the Company or thereafter, use or disclose to others any "Confidential Information" (as defined in the Company's Code of Ethics).
Non-Solicitation:	Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or her successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree not to directly or indirectly through another person: (i) recruit, hire, retain or attempt to recruit, hire or retain, any then-current employee or agent of the Company or any former employee or agent of the Company who was employed by or providing services to the Company within the prior 6 months, for employment or engagement with an entity other than the Company, or (ii) solicit or encourage any agent or employee of the Company to terminate his or her employment or other engagement with the Company.
Non-Competition:	Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or her successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree that you will not, whether as an employee, director, consultant, independent contractor or otherwise, perform, within the United States, Restricted Activities for any person or entity that provides Competitive Services. "Restricted Activities" means services, duties or responsibilities that are the same as, or substantially similar to, those performed by you on behalf of Company at any time during the 12 months preceding the cessation of your employment with the Company. "Competitive Services" means the business of providing insurance products competitive with, or that are substantial substitutes for, those provided by the Company, and/or products and services related to same. Notwithstanding the foregoing, Employee may passively own or hold equity securities of companies or entities that engage in Competitive Services, provided that (i) such equity securities are publicly traded on a securities exchange, and (ii) Employee's aggregate holdings of such securities do not exceed at any time one percent (1%) of the total issued and outstanding equity securities of such company or entity.
Non-Disparagement:	You will not make or cause to be made any statements (whether oral or written, public or private) that disparage or damage the reputation of the Company or any of its affiliates, subsidiaries, agents, officers, directors, employees, products or services. Nothing in this section shall prevent or restrict any disclosure or statements that cannot be restricted by law, nor shall it otherwise limit your ability to provide truthful reports, testimony or information in response to a subpoena, court order, or investigation by a government agency.

Release Required:	Any Bonus payable pursuant to this Agreement shall only be payable if, at the Company's election and at its sole discretion, you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release. Such release must be executed and all revocation periods shall have expired prior to the payment of the Bonus; failing which your entitlement to the Bonus, if any, shall be forfeited. If any payment hereunder constitutes non-exempt deferred compensation for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), the payment shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year.
Resolve:	Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Bonus will be settled by final and binding arbitration pursuant to the Company's Resolve program. The Conditions of Employment document(s) previously executed by you and the Resolve Guidelines are incorporated herein by reference as if set forth in full in this Agreement.
Governing Law:	This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to any conflict of law principles.
Section 409A:	This Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance thereunder, including the exception for short-term deferrals. The Agreement shall be construed and interpreted in accordance with such intent. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A.
Successors and Assigns:	This Agreement shall be binding upon and inure to the benefit of the Company's successors and assigns, including any entity that succeeds to the business and interests of the Company whether by merger, consolidation, assignment or purchase of assets or otherwise, of all or substantially all of the Company's assets and business. This Agreement and all rights hereunder are not assignable by you; except that any amounts payable under this Agreement upon your death shall be payable to your heirs or other legal representatives, as the case may be.
Entire Agreement:	Except as explicitly provided above, this Agreement constitutes the entire understanding between the Company and you with respect to the payment to you of a retention bonus in relation to the Bonus Period, and supersedes any and all prior understandings or agreements with respect to such subject matter, written or oral.

No Waiver: No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

I have read and understand the terms and conditions of this Agreement as set forth above:

/s/ Rohit Gupta	02/03/2021
Signature	Date

Genworth Financial, Inc.

/s/ Pamela Harrison	02/04/2021
By: Pamela Harrison	Date

RETENTION BONUS AGREEMENT

Purpose: The purpose of this retention bonus agreement (the "Agreement") is to retain key contributors during a critical period for Genworth Financial, Inc. (together with its affiliates, the "Company"). The payments herein are awarded in recognition of the significant roleyou will have during this period.

RETENTION BONUS

Name: H. Dean Mitchell

Bonus Period: The "Bonus Period" is the period beginning on the effective date of this Agreement and ending on December 31, 2021.

Bonus Amount: You are eligible to receive a bonus payment equivalent to $1,000,000, less applicable deductions and withholdings (the "Bonus"), subject to the terms and conditions herein.

Bonus Payment Date: The Bonus will be paid within 45 calendar days of the end of the Bonus Period.

Payout Criteria: In order become eligible for the Bonus, you must either (i) remain actively employed with the Company, or its successor, for the duration of the Bonus Period; (ii) have your employment terminated pursuant to a "Qualified Termination" as defined in the 2015 Key Employee Severance Plan, *as amended*, during the Bonus Period; or (iii) suffer death or total disability (such that you are permanently incapable, with or without reasonable accommodation, of performing your essential duties for the Company) during the Bonus Period.

Forfeiture: Notwithstanding anything in this Agreement to the contrary, you shall not be entitled to the Bonus, or your entitlement to the Bonus will be forfeited in full, if, at any time prior to the expiration of the Bonus Period, you breach this Agreement.

At the Company's sole discretion, the Bonus may be prorated in the event you take a leave of absence of three (3) consecutive weeks or more, for any reason other than medical, disability or FMLA leave, during the Bonus Period. Additionally, if you violate the Confidentiality, Non-Solicitation, Non-Competition, or Non- Disparagement provisions of this Agreement at any time, it will be considered a material breach of this Agreement and you will (i) forfeit your eligibility for any Bonus and (ii) promptly repay to the Company any Bonus previously paid to you under this Agreement.

Employment at Will: This Agreement is not a guarantee of employment for any fixed period of time. You may terminate your employment or have your employment terminated by the Company at any time, for any lawful reason.

Confidentiality:	You must keep the terms of this Agreement and the existence of the Bonus opportunity, including the amount, strictly confidential and not disclose them to any person at any time, other than your spouse or legal and financial advisor(s), unless compelled by law to do so. You must not at any time during your employment by the Company or thereafter, use or disclose to others any "Confidential Information" (as defined in the Company's Code of Ethics).
Non-Solicitation:	Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or her successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree not to directly or indirectly through another person: (i) recruit, hire, retain or attempt to recruit, hire or retain, any then-current employee or agent of the Company or any former employee or agent of the Company who was employed by or providing services to the Company within the prior 6 months, for employment or engagement with an entity other than the Company, or (ii) solicit or encourage any agent or employee of the Company to terminate his or her employment or other engagement with the Company.
Non-Competition:	Unless expressly waived in writing by the Executive Vice President of Human Resources of the Company (or her successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree that you will not, whether as an employee, director, consultant, independent contractor or otherwise, perform, within the United States, Restricted Activities for any person or entity that provides Competitive Services. "Restricted Activities" means services, duties or responsibilities that are the same as, or substantially similar to, those performed by you on behalf of Company at any time during the 12 months preceding the cessation of your employment with the Company. "Competitive Services" means the business of providing insurance products competitive with, or that are substantial substitutes for, those provided by the Company, and/or products and services related to same. Notwithstanding the foregoing, Employee may passively own or hold equity securities of companies or entities that engage in Competitive Services, provided that (i) such equity securities are publicly traded on a securities exchange, and (ii) Employee's aggregate holdings of such securities do not exceed at any time one percent (1%) of the total issued and outstanding equity securities of such company or entity.
Non-Disparagement:	You will not make or cause to be made any statements (whether oral or written, public or private) that disparage or damage the reputation of the Company or any of its affiliates, subsidiaries, agents, officers, directors, employees, products or services. Nothing in this section shall prevent or restrict any disclosure or statements that cannot be restricted by law, nor shall it otherwise limit your ability to provide truthful reports, testimony or information in response to a subpoena, court order, or investigation by a government agency.

Release Required:	Any Bonus payable pursuant to this Agreement shall only be payable if, at the Company's election and at its sole discretion, you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release. Such release must be executed and all revocation periods shall have expired prior to the payment of the Bonus; failing which your entitlement to the Bonus, if any, shall be forfeited. If any payment hereunder constitutes non-exempt deferred compensation for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), the payment shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year.
Resolve:	Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Bonus will be settled by final and binding arbitration pursuant to the Company's Resolve program. The Conditions of Employment document(s) previously executed by you and the Resolve Guidelines are incorporated herein by reference as if set forth in full in this Agreement.
Governing Law:	This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to any conflict of law principles.
Section 409A:	This Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance thereunder, including the exception for short-term deferrals. The Agreement shall be construed and interpreted in accordance with suchintent. Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A.
Successors and Assigns:	This Agreement shall be binding upon and inure to the benefit of the Company's successors and assigns, including any entity that succeeds to the business and interests of the Company whether by merger, consolidation, assignment or purchase of assets or otherwise, of all or substantially all of the Company's assets and business. This Agreement and all rights hereunder are not assignable by you; except that any amounts payable under this Agreement upon your death shall be payable to your heirs or other legal representatives, as the case may be.
Entire Agreement:	Except as explicitly provided above, this Agreement constitutes the entire understanding between the Company and you with respect to the payment to you of a retention bonus in relation to the Bonus Period, and supersedes any and all prior understandings or agreements with respect to such subject matter, written or oral.

No Waiver: No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof.

I have read and understand the terms and conditions of this Agreement as set forth above:

/s/ H. Dean Mitchell	02/05/2021
Signature	Date

Genworth Financial, Inc.

/s/ Pamela Harrison	02/05/2021
By: Pamela Harrison	Date

RETENTION BONUS AGREEMENT

Purpose: The purpose of this retention bonus agreement (the Agreement') is to retain key contributors during a critical period for Genworth Financial, Inc (together with its affiliates, the "Company") The payments herein are awarded in recognition of the significant role you will have during this period

RETENTION BONUS

Name: Evan Stolove

Bonus Period: The "Bonus Period" is the period beginning on the effective date of this Agreement and ending on December 31 , 2021

Bonus Amount: You are eligible to receive a bonus payment equivalent to $200,000, less applicable deductions and withholdings (the "Bonus"), subject to the terms and conditions herein

Bonus Payment Date: The Bonus will be paid within 45 calendar days of the end of the Bonus Period

Payout Criteria: In order become eligible for the Bonus, you must either (i) remain actively employed with the Company, or its successor, for the duration of the Bonus Period, (ii) have your employment terminated pursuant to a "Layoff" as defined in the Genworth Financial, Inc. Layoff Payment Plan, as amended, during the Bonus Period; or (iii) suffer death or total disability (such that you are permanently incapable, with or without reasonable accommodation, of performing your essential duties for the Company) during the Bonus Period.

Forfeiture: You shall not be entitled to the Bonus, or your entitlement to the Bonus will be forfeited in full, if, at any time prior to the expiration of the Bonus Period you breach this Agreement Additionally, if you violate the Confidentiality, Non-Solicitation, Non-Competition, or Non-Disparagement provisions of this Agreement at any time, it will be considered a material breach of this Agreement and you will (i) forfeit your eligibility for any Bonus and (ii) promptly repay to the Company any Bonus previously paid to you under this Agreement. At the Company's sole discretion, the Bonus may be prorated in the event you take a leave of absence of three (3) consecutive weeks or more, for any reason

Employment at Will: This Agreement is not a guarantee of employment for any fixed period of time You may terminate your employment or have your employment terminated by the Company at any time, for any lawful reason

Confidentiality: You must keep the terms of this Agreement and the existence of the Bonus opportunity, including the amount, strictly confidential and not disclose them to any person at any time, other than your spouse or legal and financial advisor(s), unless compelled by law to do so You must not at any time during your employment by the Company or thereafter, use or disclose to others any Confidential Information' (as defined in the Company's Code of Ethics)

Non-Solicitation:	Unless expressly waved in writing by the Executive Vice President of Human Resources of the Company (or her successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree not to directly or indirectly through another person: (i) recruit, hire, retain or attempt to recruit, hire or retain, any then-current employee Or agent of the Company or any former employee or agent of the Company who was employed by or providing services to the Company within the prior 6 months, for employment or engagement with an entity other than the Company, or (ii) solicit or encourage any agent or employee of the Company to terminate his or her employment or other engagement with the Company
Non-Competition	Unless expressly waved in writing by the Executive Vice President of Human Resources of the Company (or her successor), during and for a period of 12 months following the cessation of your employment with the Company, you agree that you will not, whether as an employee, director, consultant, independent contractor or otherwise, perform, within the United States. Restricted Activities for any person or entity that provides Competitive Services. Restricted Activities" means services, duties or responsibilities that are the same as, or substantially similar to, those performed by you on behalf of Company at any time during the 12 months preceding the cessation of your employment with the Company Competitive Services means the business of providing insurance products competitive with, or that are substantial substitutes for, those provided by the Company, and/or products and services related to same Notwithstanding the foregoing, Employee may passively own or hold equity securities of companies or entities that engage in Competitive Services, provided that (i) such equity securities are publicly traded on a securities exchange, and (ii) Employee's aggregate holdings of such securities do not exceed at any time one percent (1%) of the total issued and outstanding equity securities of such company or entity
Non-Disparagement	You will not make or cause to be made any statements (whether oral or written, public or private) that disparage or damage the reputation of the Company or any of its affiliates subsidiaries, agents, officers, directors, employees, products or services Nothing in this section shall prevent or restrict any disclosure or statements that cannot be restricted by law, nor shall it otherwise limit your ability to provide truthful reports, testimony or information in response to a subpoena, court order, or investigation by a government agency
Release Required	Any Bonus payable pursuant to this Agreement shall only be payable if, at the Company's election and at its sole discretion, you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release Such release must be executed and all revocation periods shall have expired prior to the payment of the Bonus; failing which your entitlement to the Bonus, if any shall be forfeited If any payment hereunder constitutes non-exempt deferred compensation for purposes of Section 409A of the Internal Revenue Code (Section 409A), the payment shall not be made or commence before the second such calendar year even if the release becomes irrevocable in the first such calendar year

Resolve	Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Bonus will be settled by final and binding arbitration pursuant to the Company's Resolve program The Conditions of Employment document(s) previously executed by you and the Resolve Guidelines are incorporated herein by reference as f set forth in full in this Agreement
Governing Law:	This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to any conflict of law principles
Section 409A:	This Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance thereunder including the exception for short-term deferrals The Agreement shall be construed and interpreted in accordance with such intent Each payment under this Agreement shall be considered a separate payment for purposes of Section 409A Nothing in this Agreement shall be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A
Successors and Assigns:	This Agreement shall be binding upon and inure to the benefit of the Company's successors and assigns, including any entity that succeeds to the business and interests of the Company whether by merger consolidation, assignment or purchase of assets or otherwise of all or substantially all of the Company's assets and business This Agreement and all nights hereunder are not assignable by you; except that any amounts payable under this Agreement upon your death shall be payable to your heirs or other legal representatives as the case may be
Entire Agreement:	Except as explicitly provided above, this Agreement constitutes the entire understanding between the Company and you with respect to the payment to you of a retention bonus in relation to the Bonus Period, and supersedes any and all prior understandings or agreements with respect to such subject matter, written or oral
No Waiver:	No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof

I have read and understand the terms and conditions of this Agreement as set forth above:

/s/ Evan Stolove	2/8/21
	Date

Genworth Financial, Inc.

/s/ Pamela Harrison	02/10/2021
By: Pamela Harrison	Date

INDEMNIFICATION AGREEMENT

This Indemnification Agreement, dated as of [_____], 20[__] (this "Agreement"), is entered into between Genworth Mortgage Holdings, Inc., a Delaware corporation (the "Company"), and [_____] ("Indemnitee").

WHEREAS, it is essential to the Company to attract and retain as directors and officers the most capable persons available;

WHEREAS, Indemnitee is a director and/or officer of the Company;

WHEREAS, both the Company and Indemnitee recognize the risk of litigation and other claims being asserted against directors and officers of public companies;

WHEREAS, the Company's Amended and Restated By-Laws, as amended from time to time (the "By-Laws"), require the Company to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law and Indemnitee has been serving and continues to serve as a director and/or officer of the Company, in part, in reliance on such By-Laws;

WHEREAS, uncertainties as to the availability of indemnification may increase the risk that the Company will be unable to attract and retain as directors and officers the most capable persons available;

WHEREAS, the board of directors of the Company (the "Board") has determined that enhancing the ability of the Company to attract and retain highly qualified persons as its directors and officers is in the best interests of the Company and its stockholders, and that the Company therefore should act to assure such persons that there will be increased certainty of protection through insurance, indemnification and other provisions against risks of claims and actions against them arising out of their service as directors and/or officers of the Company;

WHEREAS, in recognition of Indemnitee's need for protection against personal liability in order to enhance Indemnitee's continued service to the Company in an effective manner, in recognition of Indemnitee's reliance on the By-Laws and, in part, to provide Indemnitee with specific contractual assurance that the protection promised by the By-Laws will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of such By-Laws or change in the composition of the Board or acquisition transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent (whether partial or complete) permitted by law and as set forth in this Agreement, and for the continued coverage of Indemnitee under the directors' and officers' liability insurance policy of the Company; and

WHEREAS, it is in the best interests of the Company and its stockholders for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, Indemnitee to the fullest extent permitted by applicable law so that Indemnitee will serve or continue to serve the Company free from undue concern for unpredictable, inappropriate or unreasonable legal risks and personal liabilities by reason of Indemnitee acting in good faith in

the performance of Indemnitee's duties to the Company; and Indemnitee desires to serve or continue to serve the Company as a director and/or officer provided, and on the express condition, that Indemnitee is furnished with the indemnity and protections set forth herein.

NOW, THEREFORE, in consideration of the premises and of Indemnitee's agreement to serve or continue to serve the Company as a director and/or officer directly or, at its request, of another enterprise, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain Definitions. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement:

(a) Change in Control: shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than (A) Genworth Financial, Inc. and its affiliates, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or (C) a corporation or other entity owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of shares of common stock of the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 15% or more of the total voting power represented by the Company's then-outstanding Voting Securities, or (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board and any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the effective date of a merger or consolidation of the Company with any other entity other than a merger or consolidation that would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 51% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all of the Company's assets. A "Change in Control" will not be deemed to have occurred for purposes of this Agreement until the transaction (or series of transactions) that would otherwise be considered a "Change in Control" closes.

(b) Claim: means any actual, threatened, asserted, pending or completed action, suit or proceeding, whether civil, criminal, regulatory, administrative, investigative or other, including any arbitration or other alternative dispute resolution mechanism, or any appeal of any kind thereof, or any inquiry or investigation, whether

instituted by (or in the right of) the Company or any governmental agency or any other person or entity, in which Indemnitee was, is, may be or will be involved as a party, witness or otherwise.

(c) Disinterested Director: means a director of the Company who is not or was not a party to the particular Claim for which Indemnitee is seeking indemnification.

(d) ERISA: means the Employee Retirement Income Security Act of 1974, as amended.

(e) Expenses: include, without limitation, reasonable attorneys' fees and all other reasonable direct or indirect costs, expenses and disbursements (including, without limitation, experts' fees, court costs, retainers, travel expenses, appeal bond premiums, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier or delivery service charges), paid or incurred in connection with investigating, prosecuting, defending, settling, arbitrating, being a witness in or participating in (including on appeal), or preparing to investigate, prosecute, defend, settle, arbitrate, be a witness in or participate in, any Claim relating to any Indemnifiable Event, and shall include (without limitation) all reasonable attorneys' fees and all other reasonable expenses incurred by or on behalf of an Indemnitee in connection with preparing and submitting any requests or statements for indemnification, advancement or any other right provided by this Agreement (including, without limitation, such fees or expenses incurred in connection with legal proceedings contemplated by Section 2(e) hereof). Expenses shall not include the amount of damages, judgments, fines, penalties, ERISA excise taxes or amounts paid in settlement.

(f) Indemnifiable Amounts: means (i) any and all liabilities, Expenses, damages, judgments, fines, penalties, ERISA excise taxes and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such liabilities, Expenses, damages, judgments, fines, penalties, ERISA excise taxes or amounts paid in settlement) arising out of or resulting from any Claim relating to an Indemnifiable Event, (ii) any liability pursuant to a loan guaranty or otherwise, for any indebtedness of the Company or any subsidiary of the Company, including, without limitation, any indebtedness which the Company or any subsidiary of the Company has assumed, and (iii) any liabilities which an Indemnitee incurs as a result of acting on behalf of the Company (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the United States Internal Revenue Service, penalties assessed by the United States Department of Labor, restitutions to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise). To the fullest extent permitted by law,

Indemnifiable Amounts shall include any punitive, special or exemplary damages, and the multiple portion of a multiplied damages award.

(g) Indemnifiable Event: means any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the fact that Indemnitee is or was (or agreed to serve as) a director and/or officer or fiduciary of the Company, or is or was serving (or agreed to serve) at the request of the Company as a director, officer, employee, manager, member, partner, tax matter partner, trustee, agent, fiduciary or in a similar capacity, of or for another company, corporation, limited liability company, partnership, joint venture, employee benefit plan, trust or other entity or enterprise, or by reason of anything done or not done by Indemnitee in any such capacity (in all cases whether or not Indemnitee is acting or serving in any such capacity or has such status at the time any Indemnifiable Amount is incurred for which indemnification, advancement or any other right can be provided by this Agreement). The term "Company," where the context requires when used in this Agreement, may be construed to include such other company, corporation, limited liability company, partnership, joint venture, employee benefit plan, trust or other entity or enterprise. Service by Indemnitee shall be deemed to be at the request of the Company if Indemnitee serves or served in any such capacity at (i) any direct or indirect majority-owned subsidiary of the Company, or (ii) any joint venture of which at least 25% of the voting power or equity interest is or was owned directly or indirectly by the Company, or the management of which is or was controlled directly or indirectly by the Company. By entering into this Agreement, Indemnitee is deemed to be serving at the request of the Company, and the Company is deemed to be requesting such service. With respect to service at any such subsidiary or joint venture (and subject, in the case of a joint venture, to any indemnification arrangements agreed to by the joint venture parties) the subsidiary or joint venture shall be the indemnitor of first resort and any obligation of the Company to provide indemnification or advancement under this Agreement shall be secondary).

(h) Indemnitee-Related Entity: means any company, corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise (other than the Company or any other company, corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise Indemnitee has agreed, on behalf of the Company or at the Company's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described in this Agreement) from whom an Indemnitee may be entitled to indemnification or advancement of Expenses with respect to which, in whole or in part, the Company may also have an indemnification or advancement obligation.

(i) Independent Legal Counsel: means an attorney or firm of attorneys (following a Change in Control selected in accordance with the provisions of Section 3 hereof) who or which is experienced in matters of corporate law and who or which shall

not have otherwise performed services for the Company or Indemnitee on any matter material to such party within the last three years (other than with respect to matters concerning the rights of Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements).

(j) Jointly Indemnifiable Claim: means any Claim for which Indemnitee may be entitled to indemnification from both an Indemnitee-Related Entity and the Company pursuant to applicable laws, any indemnification agreements or the certificate of incorporation, By-Laws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Company or an Indemnitee-Related Entity.

(k) Voting Securities: means any securities of the Company which vote generally in the election of directors.

2. Basic Indemnification Arrangement; Advancement of Expenses.

(a) Subject to and in accordance with Section 2(d), in the event Indemnitee was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Claim by reason of (or arising in part out of) an Indemnifiable Event, the Company shall indemnify and hold harmless Indemnitee to the fullest extent permitted by applicable law as soon as practicable, but in any event no later than sixty (60) days after written demand is presented to the Company, and hold Indemnitee harmless against any and all Indemnifiable Amounts. Such written demand shall include documentation or information that is necessary for any determination of Indemnitee's entitlement to indemnification required pursuant to this Agreement and that is reasonably available to the Indemnitee.

(b) If so requested by Indemnitee, the Company shall advance promptly (and in any event within thirty (30) days of such request) any and all Expenses incurred by Indemnitee (an "Expense Advance"). The Company shall, in accordance with such request (but without duplication), either (i) pay such Expenses on behalf of Indemnitee or (ii) if Indemnitee shall have elected to pay such Expenses and have such Expenses reimbursed, reimburse Indemnitee for such Expenses. Indemnitee's right to an Expense Advance is absolute and shall not be subject to satisfying any applicable standard of conduct for indemnification. Any request for an Expense Advance shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be accompanied by an undertaking, by or on behalf of Indemnitee, to repay any Expense Advance if a final judicial determination is made that Indemnitee is not permitted to be indemnified under applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed). Indemnitee's undertaking to repay any Expense Advance shall be unsecured and interest-free.

(c) Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated under this Agreement to make any indemnification payment or Expense Advance in connection with any Claim involving Indemnitee (i) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; (ii) for (x) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as defined in Section 1(a) hereof) or similar provisions of state statutory law or common law, (y) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (z) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act; or (iii) that was voluntarily initiated by Indemnitee unless (x) the Company has joined in or the Board has authorized or consented to the initiation of such Claim, (y) the Claim is one to enforce Indemnitee's rights under this Agreement, or (z) the Board otherwise determines that indemnification or advancement of Expenses is appropriate.

(d) No determination of Indemnitee's entitlement to indemnification shall be required to be made under this Agreement or any provision of the Certificate of Incorporation or By-Laws to the extent that Indemnitee has been successful on the merits or otherwise in defense of a Claim, or Indemnitee is or was a witness or other participant in a Claim to which Indemnitee neither is, nor is threatened to be made, a party. In all other cases, if there has not been a Change in Control, a determination with respect to Indemnitee's entitlement to indemnification shall be made in the specific case by one of the following methods selected by the Board: (i) the Board, by a majority vote of Disinterested Directors, whether or not such majority constitutes a quorum, (ii) a committee of Disinterested Directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum, (iii) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by the Independent Legal Counsel referred to in Section 3 hereof, in a written opinion to the Board, a copy of which shall be delivered to Indemnitee, or (iv) the stockholders of the Company. If there has been a Change in Control, the determination shall be made by the Independent Legal Counsel referred to in Section 3 hereof. If there has been no determination

of Indemnitee's entitlement to indemnification (either pursuant to this Section 2(d) or Section 3, as applicable), within sixty (60) days after written demand is presented to the Company, the requisite determination that Indemnitee is entitled to indemnification shall be deemed to have been made and Indemnitee shall be absolutely entitled to such indemnification, absent actual fraud in the request for indemnification. If Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made that Indemnitee is not permitted to be indemnified under applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed).

(e) If (i) indemnification has not been paid or there has been no determination of Indemnitee's entitlement to indemnification within sixty (60) days after written demand is presented to the Company, (ii) a determination is made that Indemnitee would not be permitted to be indemnified in whole or in part under applicable law, or (iii) an Expense Advance is not paid within thirty (30) days after a written request is presented to the Company, Indemnitee shall have the right to commence litigation in any court in the State of Delaware having subject matter jurisdiction thereof and in which venue is proper seeking an adjudication by the court of entitlement to such indemnification or Expense Advance or challenging any determination of Indemnitee's entitlement to indemnification or any aspect thereof, including the legal or factual bases therefor, and the Company hereby consents to service of process and to appear in any such proceeding. Absent such litigation, any determination pursuant to Section 2(d) or Section 3 shall be conclusive and binding on the Company and Indemnitee.

3. Independent Legal Counsel; Change in Control. If a determination of Indemnitee's entitlement to indemnification is to be made by Independent Legal Counsel pursuant to Section 2(d)(iii), Independent Legal Counsel shall be selected by the Company and approved by Indemnitee (which approval shall not be unreasonably delayed, conditioned or withheld). If there is a Change in Control, Independent Legal Counsel shall be selected by Indemnitee and approved by the Company (which approval shall not be unreasonably delayed, conditioned or withheld). Upon failure of the Company to select such Independent Legal Counsel or upon failure of Indemnitee so to approve (or so to select, in the event a Change in Control occurs), such Independent Legal Counsel shall be selected upon application to any court in the State of Delaware having subject matter jurisdiction thereof and in which venue is proper. The Company agrees that if there is a Change in Control then with respect to all matters thereafter arising concerning the rights of Indemnitee to indemnity payments and Expense Advances under this Agreement or any provision of the Certificate of Incorporation or By-Laws now or hereafter in effect, the Company shall seek legal advice only from Independent Legal Counsel. The Company agrees to pay the reasonable fees of any Independent Legal Counsel selected pursuant to this Section 3 and to indemnify fully such counsel against any and all

reasonable expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

4. Indemnification for Additional Expenses. The Company shall indemnify and hold harmless Indemnitee against any and all Expenses and, if requested by Indemnitee, shall advance such Expenses to Indemnitee subject to and in accordance with Section 2(b), which are incurred by Indemnitee in connection with any action brought by Indemnitee for (i) indemnification or an Expense Advance by the Company under this Agreement or any provision of the Certificate of Incorporation or By-Laws now or hereafter in effect or (ii) recovery under any directors' and officers' liability insurance policies maintained by the Company, in the case of indemnification to the extent Indemnitee has been successful, in whole or in part in such action; provided that Indemnitee shall not be entitled to indemnification for such Expenses, and shall be required to reimburse any such Expense Advance, in the event of a final judicial determination in such action (and as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee is not entitled to indemnification, an Expense Advance or recovery under the Company's directors' and officers' liability insurance policies.

5. Partial Indemnity, Etc. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses or other Indemnifiable Amounts in respect of a Claim but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled. Moreover, notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all Claims relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against all Expenses incurred in connection with each successfully resolved Claim, issue or matter.

6. Burden of Proof, Etc. In connection with any determination pursuant to Section 2(d), Section 3 or otherwise as to whether Indemnitee is entitled to be indemnified hereunder, it shall be presumed that Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the burden of proof shall be on the Company (or any other person or entity disputing such conclusions) to establish, by clear and convincing evidence, that Indemnitee is not so entitled.

7. Reliance as Safe Harbor. For purposes of this Agreement, and without creating any presumption as to a lack of good faith if the following circumstances do not exist, Indemnitee shall be deemed to have acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, without reasonable cause to believe Indemnitee's conduct was unlawful, if Indemnitee's actions or omissions to act were taken in good faith reliance upon the records of the Company or any of its subsidiaries, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnitee by the officers or employees of the Company or any of its subsidiaries in the course of their duties, or by committees of the Board, or by any other person (including legal counsel, accountants and financial advisors) as to matters Indemnitee reasonably believed at the time were within such other person's professional

or expert competence and who had been selected with reasonable care by or on behalf of the Company. In addition, the knowledge and actions, or failures to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder.

8. No Other Presumptions. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or did not have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Company (including the Disinterested Directors, a committee thereof, Independent Legal Counsel, or its stockholders) to have made a determination as to whether Indemnitee met any particular standard of conduct or had any particular belief, nor an actual determination by the Company (including the Disinterested Directors, a committee thereof, Independent Counsel, or its stockholders) that Indemnitee did not meet any particular standard of conduct or did not have any particular belief, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under applicable law, shall be a defense to Indemnitee's claim or create a presumption that Indemnitee did not meet any particular standard of conduct or did not have any particular belief.

9. Nonexclusivity, Etc. The rights of Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under the Certificate of Incorporation or By-Laws, the General Corporation Law of the State of Delaware or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded as of the date hereof under the Certificate of Incorporation or By-Laws or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. To the extent that there is a conflict or inconsistency among the terms of this Agreement, the Certificate of Incorporation and By-Laws, it is the intent of the parties hereto that Indemnitee shall enjoy the greatest benefits regardless of whether contained herein or in the Certificate of Incorporation or By-Laws. No agreement or amendment or alteration of the Certificate of Incorporation or By-Laws or of any agreement, other than of this Agreement pursuant to the terms hereof, shall adversely affect the rights provided to Indemnitee under this Agreement. No change in applicable law shall have the effect of reducing the benefits available to Indemnitee hereunder.

10. Liability Insurance. The Company shall maintain a policy or policies of insurance with insurance companies providing directors and officers with coverage for any liability asserted by reason of the fact that they are serving as a director or officer or have agreed to serve as a director, officer, employee or agent of another enterprise. Indemnitee shall be covered by such policies in accordance with their terms to the maximum extent of the coverage available for any of the Company's directors and officers. If the Company receives from Indemnitee any notice of the commencement of an action, suit, proceeding or Claim, the Company shall give prompt notice of the commencement of such action, suit, proceeding or Claim to its insurers thereunder in accordance with the procedures set forth therein. The Company shall thereafter take all necessary or desirable actions to cause such insurers to pay, on behalf of Indemnitee, all

amounts payable as a result of any such action, suit, proceeding or Claim in accordance with the terms of such policies.

11. Amendments, Etc. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions hereof (whether or not similar), nor shall such a waiver constitute a continuing waiver.

12. Subrogation. Subject to Section 13 hereof, in the event of a payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers reasonably required and shall do everything that may be reasonably necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights. The Company shall pay or reimburse all Expenses actually and reasonably incurred by Indemnitee in connection with such subrogation.

13. Jointly Indemnifiable Claims. Given that certain Jointly Indemnifiable Claims may arise due to the relationships between an Indemnitee-Related Entity and the Company and the service of Indemnitee as a director and/or officer of the Company at the request of that Indemnitee-Related Entity, the Company acknowledges and agrees that the Company shall be the indemnitor of first resort and shall be fully and primarily responsible for the payment to Indemnitee in respect of indemnification and advancement of expenses in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with the terms of this Agreement, irrespective of any right of recovery Indemnitee may have from the Indemnitee-Related Entity. Under no circumstance shall the Company be entitled to any right of subrogation or contribution by the Indemnitee-Related Entity, and no right of recovery Indemnitee may have from the Indemnitee-Related Entity shall reduce or otherwise alter the rights of Indemnitee or the obligations of the Company hereunder. In the event that any Indemnitee-Related Entity shall make any payment to Indemnitee in respect of indemnification or advancement of Expenses with respect to any Jointly Indemnifiable Claim, the Company agrees that such payment or advancement shall not extinguish or affect in any way the rights of Indemnitee under this Agreement and further agrees that the Indemnitee-Related Entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee against the Company. Every Indemnitee-Related Entity shall be a third-party beneficiary with respect to this Section 13, entitled to enforce this Section 13 against the Company as though such Indemnitee-Related Entity were a party to this Agreement.

14. No Duplication of Payments. Subject to Section 13 hereof, the Company shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee to the extent that Indemnitee has otherwise actually received payment of such amount otherwise indemnifiable hereunder, whether under any insurance policy, provision of the Certificate of Incorporation or By-Laws, or otherwise.

15. Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event or to assume the defense thereof, with counsel

reasonably satisfactory to Indemnitee; provided that if Indemnitee believes, after consultation with counsel selected by Indemnitee, that (i) the use of counsel chosen by the Company to represent Indemnitee would present such counsel with an actual or potential conflict of interest, (ii) the named parties in any such Claim (including any impleaded parties) include both the Company, or any subsidiary of the Company, and Indemnitee, and Indemnitee concludes that there may be one or more legal defenses available to him or her that are different from or in addition to those available to the Company or such subsidiary, or (iii) any such representation by such counsel would be precluded under the applicable standards of professional conduct then prevailing, then Indemnitee shall be entitled to retain separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any particular Claim) at the Company's expense. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any Claim relating to an Indemnifiable Event effected without the Company's prior written consent. The Company shall not, without the prior written consent of Indemnitee, effect any settlement of any Claim relating to an Indemnifiable Event to which Indemnitee is, was or could have been a party unless such settlement solely involves the payment of money and includes a complete and unconditional release of Indemnitee from all liability on all claims that are the subject matter of such Claim. Neither the Company nor Indemnitee shall unreasonably withhold, condition or delay its or his or her consent to any proposed settlement; provided that Indemnitee may withhold consent to any settlement that does not provide a complete and unconditional release of Indemnitee. In no event shall Indemnitee be required to waive, prejudice or limit attorney-client privilege or work-product protection or other applicable privilege or protection.

16. No Adverse Settlement. The Company shall not seek, nor shall it agree to, consent to, support, or agree not to contest any settlement or other resolution of, any Claim, action, proceeding, demand, investigation or other matter that has the actual or purported effect of extinguishing, limiting or impairing Indemnitee's rights hereunder, including, without limitation, any entry of a bar order or other order, decree or stipulation, pursuant to 15 U.S.C. § 78u-4 (the Private Securities Litigation Reform Act) or any similar foreign, federal or state statute, regulation, rule or law.

17. Binding Effect, Etc. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor or continuing company by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs, estate, executors and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect and whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee and his or her counsel, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect during the period Indemnitee is an officer and/or director of the Company or of any other entity or enterprise at the Company's request and shall continue thereafter with respect to any possible claims based on the fact that Indemnitee was an officer

and/or director of the Company or was serving at the request of the Company at any other entity or enterprise.

18. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the obligations of the Company hereunder through an irrevocable bank line of credit, a funded trust or other collateral or by other means. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of such Indemnitee.

19. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason whatsoever, (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) will not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable) will be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to the terms of this Agreement.

20. Specific Performance, Etc. The parties recognize that if any provision of this Agreement is violated by the Company, Indemnitee may be without an adequate remedy at law. Accordingly, in the event of any such violation, Indemnitee shall be entitled, if Indemnitee so elects, to institute proceedings, either in law or at equity, to obtain damages, enforce specific performance, enjoin that violation, or obtain any relief or any combination of the foregoing as Indemnitee may elect to pursue.

21. No Employment Contract. This Agreement shall not be deemed an employment contract between the Company and any indemnitee who is an officer or other employee of the Company, and, if Indemnitee is an officer or other employee of the Company, Indemnitee specifically acknowledges that Indemnitee may be discharged at any time for any reason, without or without cause, and with or without severance compensation, except as may be otherwise provided in a separate written contract between Indemnitee and the Company.

22. Notices. Any notice, request, consent or other communication hereunder to any party shall be deemed to be sufficient if contained in a written document delivered in person or sent by facsimile, nationally recognized overnight courier or personal delivery, addressed to such party at the address or addresses indicated below. Such a communication shall be sent instead to such other address as may designated from time to time in writing by a party to the other party.

(a) If to the Company, to:

Genworth Mortgage Holdings, Inc.
8325 Six Forks Road
Raleigh, North Carolina 27615
Attention: General Counsel

Email: USMIGeneralCounsel@genworth.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Dwight S. Yoo
Email: dwight.yoo@skadden.com

(b) If to Indemnitee, to the address set forth below his or her signature hereto.

All such notices, requests, consents and other communications shall be deemed to have been given or made if and when received (including by overnight courier) by the parties at the aforementioned mailing addresses or sent by email, with confirmation received, to the email addresses specified above (or at such other mailing or email address for a party as shall be specified by like notice). Any notice delivered by any party hereto to any other party hereto shall also be delivered to each other party hereto simultaneously with delivery to the first party receiving such notice.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

24. Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation hereof.

25. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such state without giving effect to the principles of conflicts of laws. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Court of Chancery of the State of Delaware (the “Delaware Court”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, County of New Castle, 19808, as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action

or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GENWORTH MORTGAGE HOLDINGS, INC.

By: _____

Name:

Title:

INDEMNITEE

_____

Name:

Indemnitee's Address:

_____

_____

_____

[*Signature Page to Indemnification Agreement*]