

Genworth Life Insurance Company Commission Schedule

IMO90
10/22/12

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Colony Term Series*

*Colony Term cases with an amount of insurance of \$100,000 or less that are eligible for Life Quick Request (LQR) MUST be submitted through LQR, iLQR or another fulfillment platform approved in advance by Genworth. Otherwise, no compensation will be payable. For complete details, please refer to the Special Compensation Rules in this schedule.

Colony Term Series	10 YR	15 YR	20 YR
% of commissionable premium paid in the first year	75.000	85.000	95.000
% of commissionable premium paid in renewal years 2-10	0.000	0.000	0.000
% of commissionable premium paid in renewal years 11+	0.000	0.000	0.000

Colony Term UL Series*

*CTUL cases with a specified amount of \$100,000 or less that are eligible for Life Quick Request (LQR) MUST be submitted through LQR, iLQR or another fulfillment platform approved in advance by Genworth. Otherwise, no compensation will be payable. For complete details, please refer to the Special Compensation Rules in this schedule.

Colony Term UL Series ###	10 YR	15 YR#	20 YR	30 YR##
% of premium paid up to the target premium in the first year	75.000	85.000	95.000	95.000
% of premium paid in excess of the target premium in the first year	1.000	1.000	1.000	1.000
% of premium paid in renewal years 2-10**	0.000	0.000	0.000	0.000
% of premium paid in renewal years 11+	0.000	0.000	0.000	0.000
% of net increase in target premium paid for a Coverage Extension Event***	80.000	80.000	80.000	80.000

Applications for Colony Term UL 15 will no longer be accepted after March 25, 2012.

Applications for Colony Term UL 30 will no longer be accepted after June 4, 2012.

Applications for Colony Term UL will not be accepted after November 9, 2012.

** No renewal commissions will be payable on any premium for which commission is received for a Coverage Extension Event.

*** Generally, the commission is paid on the lesser of the premium in excess of the old target premium received by the Company within one year after a Coverage Extension Event and the difference between the old target premium and the Coverage Extension Event Target Premium for the one year after a Coverage Extension Event, as set forth in the Commission Schedule Addendum. Please refer to Commission Schedule Addendum for complete compensation guidelines.

Life Ready UL II - Current Assumption UL

- 80.000 % of premium paid up to the target premium in the first year
- 2.000 % of premium paid in excess of the target premium in the first year
- 2.000 % of premium paid in renewal years 2-10
- 1.250 % of premium paid in renewal years 11+

Colony LifeLong UL

Applications for Colony LifeLong UL will not be accepted after November 9, 2012.

- 80.000 % of premium paid up to the target commissionable premium, regardless of year premium is paid
- 2.000 % of premium paid in excess of the target commissionable premium in years 1-10
- 1.250 % of premium paid in excess of the target commissionable premium in years 11+

GenGuard UL (Also Available for Conversions)

The compensation rates below are effective 11/12/12.

- 80.000 % of premium paid up to the target commissionable premium, regardless of year premium is paid
- 1.000 % of premium paid in excess of the target commissionable premium in years 1-10
- 1.250 % of premium paid in excess of the target commissionable premium in years 11+

Lifetime Protector SG II (conversions only) - UL

Applications for Lifetime Protector SG II will not be accepted after November 9, 2012.

- 80.000 % of premium paid up to the target premium in the first year
- 2.000 % of premium paid in excess of the target premium in the first year
- 2.000 % of premium paid in renewal years 2-10
- 1.250 % of premium paid in renewal years 11+

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SecureLiving Income Provider - Single Premium Immediate Annuity

	No Trails (NT)***	Trails (T)***	Upfront Trails (UT)***	Period Certain < 5 yrs (P)
% of premium paid in amounts up to \$2,500,000, plus	3.000	0.000	1.500	2.000
% of premium paid in amounts between \$2,500,001 - \$5,000,000, plus	1.500	0.000	0.000	N/A
% of premium paid in amounts between \$5,000,001 - \$10,000,000, plus	0.750	0.000	0.000	N/A
% of premium paid in amounts between \$10,000,001 - \$15,000,000, plus	0.400	0.000	0.000	N/A
% of premium paid in amounts equal to or greater than \$15,000,001	0.200	0.000	0.000	N/A
% of trails paid in amounts up to \$2,500,000, plus	N/A	0.450	0.200	N/A

***SPIA commission is reduced for the Lifetime Only Single Annuitant payout option. Multiply above rate by 37.50% to calculate commission.**

SecureLiving SmartRate - Deferred Annuity

- 3.000 % of premium paid for issue ages 0-75
- 1.950 % of premium paid for issue ages 76-80
- 1.050 % of premium paid for issue ages 81-85

SecureLiving Independence - Deferred Annuity

- 2.250 % of premium paid for issue ages 0-75
- 1.310 % of premium paid for issue ages 76-80
- 0.940 % of premium paid for issue ages 81-85

SecureLiving Liberty - Deferred Annuity

- 3.000 % of premium paid for issue ages 0-75
- 1.950 % of premium paid for issue ages 76-80
- 1.050 % of premium paid for issue ages 81-85

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1. All compensation payable hereunder shall be reduced when a Product is sold by an agent assigned to you under your Agent Agreement with the Company and the agent is entitled to share in the compensation for such sale.

2. Commission Vesting Policy

If after your Agent Agreement with the Company has been terminated additional premium is paid into an annuity for which you received compensation under this Sales Compensation plan, you will receive compensation for such additional premium payment provided (1) your Agent Agreement was not terminated for "cause" and (2) the additional premium payment is received by the Company within 10 years from the policy's effective date.

3. Rules on Compensation Charge Backs

(a) In the event a withdrawal or partial surrender (above any applicable penalty-free amount) is granted or a policy or contract is surrendered or canceled within the first twelve (12) months after the date specified in paragraph (c) of this Section 2, compensations will be charged back to you as follows: 100% of compensations paid during that twelve (12) month period.

(b) In the event that any or all of the Annuity Value is applied under a settlement option of a policy or contract during the first twelve (12) months after the policy or contract Effective Date, compensations will be charged back to you as follows: 100% of the difference between the compensation percent at issue and the compensation percent if the policy was issued as an income annuity.

(c) For all annuities the time period for determining compensation charge backs is from the policy or contract Effective Date to the date of the written request for the surrender, cancellation, withdrawal or application of an Annuity Value to a settlement option or the date of death which makes a death benefit payable.

(d) All compensation charge backs shall be due and payable on the date of the written request for the surrender, cancellation, withdrawal or application of an Annuity Value to a settlement option or the date of death which makes a death benefit payable. By acceptance of any compensation payable under this Sales Compensation Plan you agree to pay the Company, in addition to the compensation charge back amount, interest on the amount due at a rate of 5% per annum. Interest shall begin to accrue fourteen (14) days after notice to you of the event causing the compensation charge back to be due and payable. Notwithstanding the foregoing, interest payable hereunder shall not exceed the highest rate permitted by law.

(e) By acceptance of any compensation payable under this Sales Compensation Plan you agree to pay all costs of collection of any compensation charge back amount owed by you, including reasonable attorneys' fees, whether or not suit is commenced.

(f) If the values of an existing Company policy or contract are used to pay the premium of a new Company policy or contract, the Company reserves the right to reduce the compensation payable on the new policy or contract by the amount of compensation paid on the existing policy or contract.

(g) In any case where a compensation charge back is due the Company, the Company may offset the compensation charge back amount against any compensation otherwise payable to you by the Company or any Affiliate of the Company.

(h) All policy or contract loans are to be treated for the purposes of calculating any compensation charge back as if the loan were a withdrawal or partial surrender on which a surrender charge is deducted.

(i) By acceptance of any compensation payable under this Sales Compensation Plan, you agree to be responsible for repayment to the Company, by charge back or direct payment, any compensation paid to Agents appointed under your Agreement with the Company when such Agent's compensation account reflects a debit balance due the Company and the Agent has failed or refused to repay the compensation to the Company pursuant to their Agreement with the Company.

(j) SecureLiving Deferred Annuities – In the event a withdrawal or partial surrender in excess of any applicable penalty-free amount is taken or a policy or contract is surrendered or canceled within the first twelve (12) months of the policy or contract effective date, 100% of the compensation paid will be charged back to you including any withdrawals that utilize any applicable nursing home or terminal illness waivers.

In the event of death of any owner with an issue age of 76 or older, and the death of said owner occurs within the first six (6) months of the policy or contract effective date, 100% of the compensation paid will be charged back to you.

In the event that there is a non-living owner (i.e. trust, corporate owner, etc.) and any annuitant has an issue age of 76 or older, and the said annuitant dies within the first six (6) months of the policy or contract effective date, 100% of the compensation paid will be charged back to you.

(k) SecureLiving Deferred Annuities – Compensation is based upon the attained age of the oldest owner (or the oldest annuitant where there is a non-living owner) at the time the premium payment is received by the Company. Additions are not permitted.

(l) SPIA Cash Refund payment option – The following commission chargeback rules apply for policies or contracts with the Lifetime with Cash Refund payment option: 100% of commissions due will be charged back if the annuitant(s) dies 0-6 months after the contract issue date or 50% of commissions due will be charged back if the annuitant(s) dies 7-12 months after the contract issue date.

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4. Special Compensation Rules

The Colony Term policy fee is non-commissionable.

The following rules will govern the payment of compensation for the special situations listed and the interpretation of applicability of such rules shall be at the Company's sole discretion:

(a) In the event of the rescission, cancellation or waiver of surrender charges of any policy or contract by reason of misrepresentation or misunderstanding, or for any other legal cause, the entire compensation paid to you by the Company shall be charged back and must be refunded to the Company on demand.

(b) No compensation is payable on premiums waived or commuted by the Company.

(c) Compensation is not payable on advance premiums deposited with the Company until such premium becomes due and payable under the policy or contract on which the premium has been paid in advance.

(d) If the premium paid on a policy or contract is refunded by the Company under the right to examine provisions of the policy or contract or for any other reason, compensation paid on that premium shall be charged back and must be refunded to the Company on demand.

(e) Compensation will not be paid on a policy or contract reinstated more than six months after the date of the lapse unless it is reinstated solely through your efforts.

(f) Compensation on conversions – Full first year commission and bonuses are payable on conversions and external replacements.

(g) Compensation on internal replacements – Renewal commissions are payable on internal replacements of the Company's policies and on replacements of policies issued by other Genworth companies only to the extent that there is no increased coverage provided by the replacing policy. If the replacing policy provides increased coverage, first-year commissions are payable on the amount of the increased coverage. Surrender charges are not waived if a policy issued by the Company or other Genworth company is replaced. First-year commissions paid for increased replacement coverage are eligible for bonus [but not aggregation and other incentives][and aggregation and other incentives]

(h) Permanent Flat Extras and Table Ratings are fully commissionable. Temporary Flat Extras are not commissionable if 5 years or less.

(i) While the Company will accept internal exchanges into the SecureLiving Income Provider Fixed Immediate Annuity issued by Genworth Life Insurance Company, compensation may be reduced. Surrender fees will not be waived. Contact the Company for details.

(j) The Company will not pay commissions on (1) the loan portion of a 1035 Exchange received by Genworth, or (2) for loan repayments of any kind.

(k) COLONY TERM UL COMPENSATION FOR CASES \$100,000 AND LESS:

All Colony Term UL policies that are \$100,000 in specified amount and below that are eligible for Life Quick Request (LQR) must be submitted through LQR, the iLQR process Genworth offers through iPipeline®, or another fulfillment platform approved in advance by Genworth. Otherwise, for applications received on or after April 16, 2012 (regardless of application signed date), no compensation will be payable. LQR eligible cases currently include all Colony Term UL applications except Arkansas and New York replacement cases, Bermuda cases and those involving 1035 exchanges, dump-ins and other non-level planned premium scenarios.

(l) COLONY TERM COMPENSATION FOR CASES \$100,000 AND LESS:

All Colony Term policies that are \$100,000 in amount of insurance and below that are eligible for Life Quick Request (LQR) must be submitted through LQR, the iLQR process Genworth offers through iPipeline®, or another fulfillment platform approved in advance by Genworth. Otherwise, no compensation or bonus will be payable. LQR eligible cases currently include all Colony Term applications except Arkansas and New York replacement cases, Bermuda cases and those involving 1035 exchanges, dump-ins and other non-level planned premium scenarios.

5. Sales Compensation Plan Revision

The Company reserves the right to issue and revise Sales Compensation Plans and agrees to notify you in writing when a new or revised Sales Compensation Plan becomes effective. The new or revised Sales Compensation Plan will apply to compensation on policies or contracts issued after its effective date.

Genworth Life and Annuity Insurance Company

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GenGuard SUL

Applications for GenGuard SUL will not be accepted after November 9, 2012.

- 90.000 % of premium paid up to the target premium in the first year
- 1.250 % of premium paid in excess of the target premium in the first year
- 1.250 % of premium paid in renewal years 2-10
- 1.250 % of premium paid in renewal years 11+

SecureLiving Rate Saver - Single Premium Deferred Annuity

	Initial Commission		Renewal Commission****	
	5 YR Term	7 YR Term	5 YR Term	7 YR Term
% of premium paid for issue ages 0-75	2.000	2.750	1.000	1.375
% of premium paid for issue ages 76-80	1.350	2.150	0.675	1.075
% of premium paid for issue ages 81-85	0.700	1.500	0.350	0.750

****Renewal commissions are based on the Contract Value and attained age at time of renewal. Renewal commissions are 50% of the currently offered Guarantee Terms for new money commission rates. All Guarantee Terms may not be available at time of renewal.

SecureLiving Index Annuity - Single Premium Fixed Deferred Annuity

	SecureLiving Index 7			SecureLiving Index 10 Plus		
	No Trails (NT)	Trails YR1 (T)	Trails YR2+ (T)	No Trails (NT)	Trails YR1 (T)	Trails YR2+ (T)
% of premium paid for issue ages 0-75	4.500	1.750	0.500	6.000	2.500	0.500
% of premium paid for issue ages 76-80	3.000	1.250	0.500	4.000	1.250	0.500
% of premium paid for issue ages 81-85	1.500	0.750	0.500	N/A	N/A	N/A

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1. All compensation payable hereunder shall be reduced when a Product is sold by an agent assigned to you under your Agent Agreement with the Company and the agent is entitled to share in the compensation for such sale.

2. Commission Vesting Policy

If after your Agent Agreement with the Company has been terminated additional premium is paid into an annuity for which you received compensation under this Sales Compensation plan, you will receive compensation for such additional premium payment provided (1) your Agent Agreement was not terminated for "cause" and (2) the additional premium payment is received by the Company within 10 years from the policy's effective date.

3. Rules on Compensation Charge Backs

(a) In the event a withdrawal or partial surrender (above any applicable penalty-free amount) is granted or a policy or contract is surrendered or canceled within the first twelve (12) months after the date specified in paragraph (c) of this Section 2, compensations will be charged back to you as follows: 100% of compensations paid during that twelve (12) month period.

(b) In the event that any or all of the Annuity Value is applied under a settlement option of a policy or contract during the first twelve (12) months after the policy or contract Effective Date, compensations will be charged back to you as follows: 100% of the difference between the compensation percent at issue and the compensation percent if the policy was issued as an income annuity.

(c) For all annuities the time period for determining compensation charge backs is from the policy or contract Effective Date to the date of the written request for the surrender, cancellation, withdrawal or application of an Annuity Value to a settlement option or the date of death which makes a death benefit payable.

(d) All compensation charge backs shall be due and payable on the date of the written request for the surrender, cancellation, withdrawal or application of an Annuity Value to a settlement option or the date of death which makes a death benefit payable. By acceptance of any compensation payable under this Sales Compensation Plan you agree to pay the Company, in addition to the compensation charge back amount, interest on the amount due at a rate of 5% per annum. Interest shall begin to accrue fourteen (14) days after notice to you of the event causing the compensation charge back to be due and payable. Notwithstanding the foregoing, interest payable hereunder shall not exceed the highest rate permitted by law.

(e) By acceptance of any compensation payable under this Sales Compensation Plan you agree to pay all costs of collection of any compensation charge back amount owed by you, including reasonable attorneys' fees, whether or not suit is commenced.

(f) If the values of an existing Company policy or contract are used to pay the premium of a new Company policy or contract, the Company reserves the right to reduce the compensation payable on the new policy or contract by the amount of compensation paid on the existing policy or contract.

(g) In any case where a compensation charge back is due the Company, the Company may offset the compensation charge back amount against any compensation otherwise payable to you by the Company or any Affiliate of the Company.

(h) All policy or contract loans are to be treated for the purposes of calculating any compensation charge back as if the loan were a withdrawal or partial surrender on which a surrender charge is deducted.

(i) By acceptance of any compensation payable under this Sales Compensation Plan, you agree to be responsible for repayment to the Company, by charge back or direct payment, any compensation paid to Agents appointed under your Agreement with the Company when such Agent's compensation account reflects a debit balance due the Company and the Agent has failed or refused to repay the compensation to the Company pursuant to their Agreement with the Company.

(j) SecureLiving® Annuities - In the event a withdrawal or partial surrender in excess of any applicable penalty-free amount is taken or a policy or contract is surrendered or canceled within the first twelve (12) months of the policy or contract effective date, 100% of the compensation paid will be charged back to you including any withdrawals that utilize any applicable nursing home or terminal illness waivers

In the event of death of any owner with an issue age of 76 or older, and the death of said owner occurs within the first six (6) months of the policy or contract effective date, 100% of the compensation paid will be charged back to you.

In the event that there is a non-living owner (i.e. trust, corporate owner, etc.) and any annuitant has an issue age of 76 or older, and the said annuitant dies within the first six (6) months of the policy or contract effective date, 100% of the compensation paid will be charged back to you.

(k) SecureLiving® Rate Saver - Upon renewal into a new Guarantee Term, there is a 100% charge back of the renewal commission in the first six (6) months of the renewal Guarantee Term for withdrawals (in excess of the free withdrawal amount) or surrenders.

(l) SecureLiving® Annuities – Compensation is based upon the attained age of the oldest owner (or the oldest annuitant where there is a non-living owner) at the time the premium payment is received by the Company. Additions are not permitted.

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(m) SecureLiving® Index Annuities

- (i) 100% of compensation will be charged back if Contract is returned during the free look period.
- (ii) 100 % of compensation will be charged back in months 0-12 of the contract on surrendered contracts and on partial withdrawals in excess of the free withdrawal amount.
- (iii) 100% of compensation will be charged back if death occurs in months 0-12 of the Contract based on "date of death".
- (iv) The Company reserves the right to process a compensation chargeback if the Contract is annuitized during the Contract's first year.

4. Special Compensation Rules

The following rules will govern the payment of compensation for the special situations listed and the interpretation of applicability of such rules shall be at the Company's sole discretion:

(a) In the event of the rescission, cancellation or waiver of surrender charges of any policy or contract by reason of misrepresentation or misunderstanding, or for any other legal cause, the entire compensation paid to you by the Company shall be charged back and must be refunded to the Company on demand.

(b) No compensation is payable on premiums waived or commuted by the Company.

(c) Compensation is not payable on advance premiums deposited with the Company until such premium becomes due and payable under the policy or contract on which the premium has been paid in advance.

(d) If the premium paid on a policy or contract is refunded by the Company under the right to examine provisions of the policy or contract or for any other reason, compensation paid on that premium shall be charged back and must be refunded to the Company on demand.

(e) Compensation will not be paid on a policy or contract reinstated more than six months after the date of the lapse unless it is reinstated solely through your efforts.

(f) Compensation on conversions – Full first year commission and bonuses are payable on conversions and external replacements.

(g) Compensation on replacements - Renewal commissions are payable on internal replacements from other Genworth companies to the extent that there is no increased coverage on the pre-existing policy. In the case of increased coverage, the full first year commission rate is payable, applicable only on the increased amount of coverage. The renewal commission will use policy year 2 commission rates, regardless of the duration of the replaced policy. Commissions do not count toward incentives, aggregation and/or bonus.

(h) Permanent Flat Extras and Table Ratings are fully commissionable. Temporary Flat Extras are not commissionable if 5 years or less.

(i) While the Company will accept internal exchanges into the SecureLiving Income Provider Fixed Immediate Annuity issued by Genworth Life Insurance Company, compensation may be reduced. Surrender fees will not be waived. Contact the Company for details.

(j) The Company will not pay commissions on (1) the loan portion of a 1035 Exchange received by Genworth, or (2) for loan repayments of any kind.

(k) SecureLiving® Indexed Annuities

- (i) Compensation is based on the age of the oldest owner (annuitant if non-natural owner).
- (ii) Upfront compensation and Trail compensation in Year 1 is based on a % of Single Premium.
- (iii) Compensation for the Trail Option in Years 2+ is based on the Contract Value.
- (iv) Trail compensation will pay monthly beginning in the second Contract year.
- (v) Compensation is not paid on the premium enhancement.
- (vi) Trail compensation will be paid using a monthly calculation of 0.041667 of the Contract Value and paid on a calendar month based on the normal compensation cycle.
- (vii) Trail compensation will continue to pay as long as there is Contract Value (regardless of age) and is based on age at issue.
- (viii) Trail compensation terminates once the contract is Surrendered or Annuitized.
- (ix) If the Contract Value is depleted but we continue to make Income payment, Trail compensation stops when the Contract Value is depleted.
- (x) Once an annuity contract is issued, only the GA can request to change the compensation option selected at the time of application. Such a request is subject to approval by the Company at its sole discretion.

5. Sales Compensation Plan Revision

The Company reserves the right to issue and revise Sales Compensation Plans and agrees to notify you in writing when a new or revised Sales Compensation Plan becomes effective. The new or revised Sales Compensation Plan will apply to compensation on policies or contracts issued after its effective date. Payment of Trail compensation on existing contracts will remain payable per the terms of the Sales Compensation Plan in effect at the time the existing contract was issued.

Genworth Life Insurance Company
Brokerage Commission Schedule

TLCW01
2/5/2011

Total Living Coverage(TLC) - Linked-Benefits - UL/LTC

8.00 % of initial commissionable premium paid

0.00 % of premium paid in excess of the initial commissionable premium

Compensation Rules

- a) If the Company for any reason refunds premium paid on a policy in the first year, compensation paid on that premium shall be charged back and must be refunded to the Company on demand.
- b) Compensation on replacements and other special situations will be payable according to the Company's rules in effect at that time.
- c) Permanent Flat Extras and Table Ratings are fully commissionable.
- d) Temporary Flat Extras - Commissions are not paid on any flat extras of 5 years or less.
- e) Full commission is paid on any flat extra over 5 years.
- f) The Company reserves the right to change or modify its Compensation Rules at anytime. The interpretation of applicability of such rules shall be at the Company's sole discretion.