GENWORTH FINANCIAL, INC.
RETIREMENT AND SAVINGS PLAN

401(k) SAVINGS FEATURE

SUMMARY PLAN DESCRIPTION

Effective June 24, 2016

PORTIONS OF THIS DOCUMENT CONSTITUTE PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933
(The portions of this document entitled “Introduction” and “A quick look at your investment options” are specifically excluded from the prospectus).

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No person has been authorized to give any information or to make any representation not contained in this prospectus in connection with the offer contained in this prospectus, and, if given or made, such information must not be relied on as having been authorized by the Company. This prospectus does not constitute an offer to sell or solicitation of an offer to buy any of the securities offered by this prospectus in any jurisdiction to any person to whom it is unlawful to make such an offer in that jurisdiction.

INTRODUCTION

Genworth Financial, Inc. (the "Company") is pleased to sponsor the Genworth Financial, Inc. Retirement and Savings Plan – a powerful tool to help you save for your future. Valuable tax benefits and Company matching contributions work together with your own savings to help bring you closer to your financial goals.

The Plan contains a 401(k) Savings Feature and a Retirement Account Feature. This material describes the 401(k) Savings Feature. The Retirement Account Feature is described separately. In this Summary Plan Description, the term "Plan" shall refer to both the Genworth Financial, Inc. Retirement and Savings Plan, as well as to specific provisions available under the 401(k) Savings Feature.

The 401(k) Savings Feature of the Plan enables you to save for intermediate and long-term goals on a tax-effective basis. It offers you a way to reduce your current taxable income by saving before-tax dollars, and it allows you to tailor the amount you save to your individual needs.

The Company provides you with an additional savings incentive by matching a percentage of the first six percent of eligible pay you save through the Plan. You may choose among various investment options for your savings, and the Plan gives you the flexibility to change your investments on a daily basis.

The primary purpose of the Plan is to promote long-term saving for retirement and to strengthen your financial security during retirement. However, your account may be paid to you whenever your employment with the Company ends. Your beneficiary receives the vested balance in your account in case of your death.

In addition, the Plan allows you to borrow from your own Plan account and, in certain circumstances, to request withdrawals while you are still working.

This Summary Plan Description ("SPD"), together with the separate materials describing investment options and certain other features of the Plan, summarize provisions of the 401(k) Savings Feature currently in effect, and federal income tax rules in effect when published. This SPD and the related materials do not provide all details of the Plan. These may only be found in the official Plan document in effect at the relevant time, which is always used in cases requiring a legal interpretation of the Plan. In addition, in the event of a conflict between this SPD and the Plan document, the Plan document will govern. If the terms of the Plan change, you will be notified of all material changes.

Portions of this SPD also constitute part of a prospectus covering securities that have been registered under the Securities Act of 1933. This "Introduction" and the section entitled "A quick look at your investment options" are specifically excluded from the prospectus.

On April 1, 2013, pursuant to a holding company reorganization in accordance with Section 251(g) of the General Corporation Law of the State of Delaware (DGCL), the public holding company historically known as "Genworth Financial, Inc." (renamed Genworth

Holdings, Inc. (Genworth Holdings)) became a direct, wholly-owned subsidiary of a new public holding company that was formed and was renamed Genworth Financial, Inc. (Genworth Financial).

Also as part of the reorganization, Genworth Financial entered into an Assignment and Assumption Agreement with Genworth Holdings pursuant to which Genworth Financial assumed all of the rights and obligations of Genworth Holdings under all of its employee benefit plans, agreements and arrangements, equity incentive plans and subplans and related agreements, including the Genworth Financial, Inc. Retirement and Savings Plan. The name of the Plan did not change as a result of the reorganization.

If you have questions about this SPD, you are encouraged to log on to www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784 for more information. In this document, Your Benefits Resources Customer Service Center may also be referred to as Genworth Benefits Center and "YBR" for short.

Overview of Key Features

The following table is a summary of the key features of the Plan. Specific details of the Plan's provisions are included in the detailed sections within this SPD.

You choose how much to save.	From 0.10% up to 50% of your eligible pay (up to certain IRS limits) through payroll deductions on a pre-tax basis. You may fine-tune your savings rate to tenths – multiples of 0.10. In addition, starting with the year you reach age 50, you have the option to contribute additional amounts under a catch-up provision.
The Company matches your contributions.	The Company matches 100% of your employee 401(k) pre-tax contributions (excluding catch-up) up to the first 6% of eligible pay you save. Beginning January 1, 2017, the Company will match 100% of your 401(k) pre-tax contributions (excluding catch-up) up to the first 4% of eligible pay you save and 50% of your contributions on the next 2% of pay.

You save taxes currently and the growth of your account is tax-deferred.	You make contributions by electing to defer a portion of your eligible pay to the Plan. Your contributions are made by payroll deduction on a pre-tax basis for federal income taxes and, in most cases, state income taxes. Earnings on your savings, including Company matching contributions, are tax-deferred until paid out.
You are vested immediately in your contributions. If you were hired prior to January 1, 2011 or have any recognized service with the Company prior to January 1, 2011, you will be 100% vested in any Company matching contributions made on your behalf. If you are hired on or after January 1, 2011, you will not be vested immediately in your Company matching contributions, but will fully vest after two complete years of service.	Full vesting means that you have the right to your entire account balance, including Company matching contributions, when you leave the Company.
You choose how to invest your savings and the Company match among various investment options.	The Plan provides 13 investment options.
You may be able to learn more about investing through the financial planning and education benefit.	Genworth offers a financial planning and education benefit to active employees and certain retirees. To learn more about the program, review the "Retirement Savings" section of the Genworth intranet or contact your human resources representative. While not providing advice, the program does provide education with respect to generally accepted investment and financial planning principles. These principles may assist you in your investment decisions under this Plan. However, please remember that all investment decisions are your responsibility and should be based on your own personal situation. Genworth does not endorse any investment, investment product or service.

Convenience	You may conduct Plan business easily and conveniently online at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center toll free at 866 436.9784. • The web site is available 24 hours a day, Monday through Saturday (and after 1 p.m. Eastern Time on Sunday). • You may call 866 436.9784 from 8 a.m. to 8 p.m., Eastern Time, Monday through Friday, to speak to customer care specialists. TTD/TTY service is also available. **Note:** If you experience delays while performing a plan transaction such as an investment option transfer or plan loan on www.yourbenefitsresources.com/genworth, you should contact Your Benefits Resources Customer Service Center at 866 436.9784 and speak with a representative for assistance.
You have access to your account balance while you're still working for the Company.	You may borrow from your Plan account while still employed with the Company. Your loan repayments, including all interest, go back into your account. You may withdraw money from your Plan account while you are still working for the Company. If you are age 59 ½ or older, you may withdraw all or a portion of your vested account once every six months. You may also obtain a withdrawal from your account for certain qualified financial hardships. If you select the ClearCourse[SM] Group Variable Annuity ("ClearCourse") as one of your investment options and you take a loan or withdrawal from the Plan, there may be an impact to the minimum income guarantee associated with this investment option. Please see the ClearCourse information in Section 3, "Plan Investments" for further details.
When you leave the Company, you have the following options*.	• Take a lump-sum distribution; • Take partial distributions (limited to once every six months);

	• Make a direct rollover to another employer plan or IRA; or • Keep your money in the Plan until age 70½. * If you have selected ClearCourse as an investment option, please refer to Section 6, "Distributions from ClearCourse" for further information.
Plan communications	You may view and print account statements online by visiting www.yourbenefitsresources.com/genworth. Statements are provided quarterly. If you request forms to obtain certain Plan benefits (i.e. to make a rollover contribution), the forms will be sent to your home address on record. However, you may change the default delivery of Plan information from your home address to a secure participant mailbox at Your Benefits Resources™. To establish a Secure Participant Mailbox visit www.yourbenefitsresources.com/genworth. Select "Your Profile" at the top of the Home page to establish a secure mailbox. Then click on "Personal Information" and follow the instructions for changing your Delivery Preference. Once you enable your secure mailbox, going forward you will receive an e-mail notification that the requested forms/materials are available at the web site.

For important information about the administration of the Plan, see Section 8, "Administrative Information."

Key Things To Do

Start Now

- **Enroll in the 401(k) Savings Feature right now and start saving as soon as possible** – the sooner you start, the longer you'll have to build your nest egg.
- **Decide how much to save** – as you think about how much to save, remember that if you don't maximize the Company match, you are leaving money on the table. See "Company Matching Contributions" in Section 2.
- **Decide whether to make catch-up contributions** – if you are at least age 50 (or will become age 50 during the year), catch-up contributions let you make pre-tax contributions over and above the regular plan limits. See "Catch-Up Contributions" in Section 2.
- **Be aware of legal limits** – these can affect your contributions. See "Legal Limits on Contributions" in Section 7.

Invest Wisely

- **Decide how to invest your savings** – no single approach is right for everyone. Individuals have different financial goals, different time horizons for meeting their goals and different tolerances for risk.
- **Consider the advantages of diversification** – give careful consideration to the advantages of a well-balanced and diversified investment portfolio. Spreading assets among different types of investments may help achieve a favorable rate of return, while reducing the risk of losing money.

Periodically Review Your Situation

On a regular basis you should review:

- **Your plan activity** – make sure you frequently review the activity in your plan account validating the accuracy of recorded transactions. This will help ensure transactions such as contribution / savings rate changes, investment option changes, investment transfers, loan repayments and distributions, for example, are properly and timely recorded. It is also recommended that you frequently and timely review your pay statements to ensure that changes such as contribution / savings rate changes and loan repayment activity is accurately implemented since these affect your net pay and your plan account.
- **Your savings rate and your goals** – reassess whether you are savings enough to meet your retirement or other goals (such as savings for a child's education or buying a house).
- **Your investment strategy** – make sure your investment strategy stays consistent with your goals and that your portfolio is adequately diversified. For more information on rebalancing and transferring your investments, see the discussion beginning with "May I transfer my savings between investment options?" in Section 3.
- **Your beneficiary designation** – consider whether changes should be made in your beneficiaries, particularly when there are important changes in your life, such as marriage, divorce or the birth or adoption of a child. See "What is a beneficiary?" in Section 1.
- **Your contact information** – consider whether changes should be made in your mailing address, email address and telephone numbers so you are kept informed of plan matters.

1. ELIGIBILITY AND PARTICIPATION

Who is eligible?

If you are a Company employee scheduled to work at least 1,000 hours per calendar year, you are eligible to participate in the Plan.

For purposes of the Plan, a Company employee is an individual receiving eligible pay from Genworth Financial, Inc. or an affiliate that participates in the Plan.

Individuals not eligible - You are not eligible to participate in the Plan if you are:

- Employed by an affiliate that does not participate in the Plan including those who are localized outside the United States as an employee of the Company or an affiliate;
- An individual classified by the Company as a leased employee, independent contractor or consultant;
- An individual classified by the Company as a temporary employee, including co-ops and interns;
- An individual engaged under an agreement that states you are not eligible to participate in the Plan;
- An individual receiving severance payments;
- Any other individual who provides services to the Company but is not receiving eligible pay from the Company; or
- In any other special classification of employees that is not eligible, as determined by the Company.

How do I participate?

To enroll in the Plan, log on to www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784. Your election to participate will be effective as soon as administratively feasible after your enrollment and will be coordinated with deductions within an upcoming pay period; a short delay for the start of deductions could be experienced if the next payroll has already processed when your deferral rate is forwarded to payroll from Your Benefits Resources Customer Service Center.

When you enroll, you:

- Indicate the percentage of your pay you wish to save;
- Decide whether to make catch-up contributions, if you are eligible;
- Choose your beneficiary(ies); and
- Select investment option(s) for your contributions and Company matching contributions.

Your pre-tax election continues from pay period to pay period, and from year to year, until you change it. See Section 2, “Contributions”.

Internet and toll free Plan communication – All communications and Plan transactions, including future enrollments and pre-tax contribution election changes, may be handled online at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784. Plan transactions are not permitted by fax or e-mail. Your election to participate or change your participation rate will be effective as soon as administratively feasible after your transaction is executed and will be coordinated with deductions within an upcoming pay period; a short delay for the start or change in deductions could be experienced if the next payroll has already processed when your initial or updated deferral rate is forwarded to payroll from Your Benefits Resources Customer Service Center. The cutoff time is 4 p.m. Eastern Time which is two Thursdays before a pay date (it may be earlier than Thursday in the event of a scheduled holiday near the pay date). For example, the cutoff for the Friday, March 25, 2016 pay period is 4 p.m. ET on Thursday, March 17. If you execute a rate change before the cutoff, the change will be effective in the March 25, 2016 payroll. Alternatively, if you execute a rate change after the cutoff, the change will be effective for the April 8, 2016 payroll.

Password access to your account – When you are first hired or otherwise become eligible for participation in the Plan, visit www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784 to select a password. A valid password must consist of 8 – 20 alpha/numeric characters. You will be asked to validate your identity by entering confidential personal information such as your Social Security number, date of birth and home zip code. The password will provide you access to all Genworth benefits, including the Company's health and welfare plans. Thereafter, you may change your password at any time.

What are Quick enrollment and Expanded Choices enrollment?

If you choose to enroll at www.yourbenefitsresources.com/genworth, one of your enrollment options is to select Quick enrollment instead of the Expanded Choices (regular) enrollment. With Quick enrollment, you can quickly enroll by accepting 6% as the portion of pay you choose to save and the target date fund associated with your age as your only investment option (the "Default Investment Option"). As part of Quick enrollment, you are also enrolled in the automatic escalation feature. This means your contribution rate will increase by 1% each January beginning with the next January following your date of hire until it reaches 10% of your eligible pay. The BlackRock LifePath fund used for your account will be determined according to the following table:

Your Year of Birth	**"Default" Target Date Fund**
1949 and prior	LifePath Index Retirement
1950 - 1959	LifePath Index 2020
1960 - 1969	LifePath Index 2030
1970 - 1979	LifePath Index 2040
1980 and later	LifePath Index 2050

For additional details about these target date funds in the Plan, review the LifePath Index Funds description in Section 3, "Plan Investments".

Of course you can change the default savings percentage to another percentage and the Default Investment Option to another investment option. If you choose the Quick enrollment option initially, you may visit www.yourbenefitsresources.com/genworth at any time to change your investment elections, transfer monies between investment options or change how your future contributions are invested. Use the Expanded Choices enrollment option when the default savings percentage and Default Investment Option do not meet your needs.

Automatic enrollment?

If you are an eligible employee and have not elected a savings rate on your own, you will be automatically enrolled to contribute 3% of your eligible pay per pay period on a pre-tax basis to the Plan, unless you choose to opt out. **Once these amounts are deferred into the Plan, they cannot be refunded to you. If you do not want 3% of your eligible pay to automatically be deferred into the Plan, you must proactively take action to opt out of the Plan within the appropriate time frame.** As part of automatic enrollment, you are also enrolled in the automatic escalation feature. This means your contribution rate will increase by 1% each January beginning with the next January following your date of hire until it reaches 6% of your eligible pay.

With automatic enrollment, 3% of your pay will be deducted from your paycheck and automatically contributed to the Plan. Your savings contributions will be invested in the target date fund associated with your age as your only investment option (the "Default Investment Option") until you change how your future contributions are invested. With automatic enrollment, your automatic contribution rate is set at 3%, so that, when combined with the Company matching contributions, you'll initially save an amount equal to 6% of your pay. As savings rates of 3 % may not be sufficient to fully meet your retirement goals, you should consider saving even more! The BlackRock LifePath Index fund used for your account will be determined according to the following table:

Your Year of Birth	"Default" Target Date Fund
1949 and prior	LifePath Index Retirement
1950 - 1959	LifePath Index 2020
1960 - 1969	LifePath Index 2030
1970 - 1979	LifePath Index 2040
1980 and later	LifePath Index 2050

Canceling Automatic enrollment — If you want to modify or cancel the default deduction and investment elections in the Plan, you can do so at any time at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784. If you do not want to participate in the Plan, you have 30 days, starting with your first day of employment (or re-employment) by the Company, to cancel your automatic enrollment. If you do not enroll in the Plan or cancel your automatic enrollment within this time period, your participation in the Plan will start as soon as administratively feasible after the expiration of the 30-day period. If you do not enroll with either Quick or Expanded Choices enrollment as described above, you will be automatically enrolled in the Plan and will receive further information in a letter describing when and how you can opt out of the Plan before the automatic deductions begin.

If you cancel automatic enrollment, you can later enroll in the Plan at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784.

If you do not cancel automatic enrollment by the time described above, you can suspend participation later, but any amounts already withheld from your pay will remain in your Plan accounts until after you leave the Company and all affiliates.

In addition, please note that while your enrollment is automatic, you still should complete a beneficiary designation form as described below.

Automatic escalation

In an effort to help you reach your contribution rate goal, the Plan has an automatic escalation feature. Under this feature, you can elect an annual percentage increase for your tax-deferred savings contributions to the Plan and set a target deferral percentage of your eligible pay. Then, your annual tax-deferred savings contribution is increased each year in January until your target deferral percentage of eligible pay is reached.

The "Change" option under the Contribution Details section of Your Benefits Resources web site allows you to select the annual rate increase for your contribution. You can then input your target contribution rate and your contribution rate will increase each January until your target goal is reached.

If you have been automatically enrolled in the Plan as described above, the automatic escalation feature is already established for you. Your contribution rate will increase by 1% each January beginning with the next January following your date of hire until it reaches 6% of your eligible pay. If you are automatically enrolled in this savings escalation feature, you will receive a reminder notice from Your Benefits Resources Customer Service Center on or about each December 1, notifying you of the upcoming automatic increase in your savings rate based upon your previous elections. **Note:** escalations established during the period October 1 to December 31 of each year increase your contribution rate on the second January 1 thereafter. That is, if you establish an annual escalation of 1% on November 1, 2015 the increase in your savings rate will take effect on January 1, 2017. If you establish an annual escalation of 1% on August 1, 2015 the increase in your savings rate will take effect on January 1, 2016.

Please note that if you obtain a hardship withdrawal as described in Section 5, "In-service Withdrawals", no escalation will occur on any January 1 while you are in the six-month suspension period.

Canceling Automatic escalation — If you want to modify or cancel the automatic escalation feature in the Plan, you can do so any time at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784.

What is a beneficiary?

Your beneficiary is the person(s), trust or estate designated to receive the value of your Plan account in case of your death. At enrollment, it is recommended that you name your beneficiary. You are encouraged to complete a beneficiary election. You should consider making changes to your beneficiary elections, specifically when there are important changes in your life. When you have executed beneficiary elections on file for your account, generally distributions to your beneficiaries in the event of your death proceed more smoothly.

If you are married, with no executed beneficiary election on file for your account, your spouse is automatically your beneficiary under the Plan. You must have your spouse's written consent to name someone else as your beneficiary (and a notary public must witness his or her signature). If you were single and had executed a beneficiary election and later marry, you must execute a new election.

If you are single, your estate is automatically your beneficiary, unless you elect otherwise.

You may change your beneficiary at any time at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784. If your spouse's written consent is necessary, send your beneficiary election form to Your Benefits Resources Customer Service Center to the address listed on the form.

What if I am re-hired after terminating employment?

If you are a participant (or are eligible to be a participant) in the Plan when your employment ends and you are later rehired by the Company, you may participate in the Plan on the date you are rehired by re-enrolling in the Plan. Note that the Automatic enrollment and Automatic escalation features of the Plan described above will apply to you if you are rehired. If you received a distribution from this Plan upon termination of employment, you may be allowed to roll over those funds to the Plan if they meet the requirements for rollover contributions as described in the next section. Note: Beginning January 1, 2014, participants who are rehired with no investment in ClearCourse on the date of rehire will not be permitted to invest in ClearCourse. If you were employed as of December 31, 2013 with a balance in ClearCourse and subsequently withdrew all assets from ClearCourse after December 31, 2013 you are no longer be eligible to invest in ClearCourse. If you are employed as of December 31, 2013 with a $0 balance in ClearCourse, you will no longer be eligible to invest in ClearCourse in the future.

2. CONTRIBUTIONS

The Plan provides for the following contributions:

- Employee 401(k) pre-tax contributions
- Company matching contributions
- Participant pre-tax catch-up contributions (if age 50 or older)
- Participant rollover contributions

You are vested immediately in your own contributions to the Plan. If you were first hired on or after January 1, 2011, you will become vested in your Company matching contribution account after two years of service. If you were previously hired by the Company prior to January 1, 2011 (or rehired after December 31, 2010 with any recognized service with the Company) you are also vested immediately in your Company matching contribution account. As noted below under "What is Vesting?" later in this section, vesting means you have the right to your full account balance for Plan eligible events, including leaving the Company. Vesting does not mean that the value of your account cannot increase or decrease because of investment gains or losses.

PRE-TAX CONTRIBUTIONS

When you participate in the Plan, you decide how much you want to save with pre-tax dollars. You may save from 0.10% up to 50% of your pay in any percentage (including tenths – multiples of 0.10), up to the IRS maximum for the year ($18,000 for 2016). For details on this limit, see Section 7, "Legal Limits on Contributions." If you would like to choose a contribution rate in increments other than a whole percentage, you need to log on to www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784 and speak with a representative. Your Plan contributions are deducted from your pay on a pre-tax basis. Observe that if you do not have sufficient net pay to deduct the entire elected savings rate within the current and each subsequent pay period following your election, please be advised that no portion of your election will be withheld or deducted in arrears. This could mean that your total pre-tax contributions will be less than you expected. Please review your pay statements carefully and make adjustments to your elections, if necessary, by going to www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784.

You may not contribute to the Plan on an after-tax basis.

The pre-tax contributions are credited to your Plan account as soon as administratively feasible after each payroll period.

How do I maximize my deductions and Company match?

You can ensure that you receive the maximum Company matching contribution available under the Plan by electing to contribute at least 6% of your eligible pay to the Plan on a pre-tax basis. You also have the ability to select deferral rates using tenths rather than whole percentages. The IRS employee savings maximum for the year ($18,000 for 2016) AND the IRS employee compensation maximum for the year ($265,000 for 2016) should both be considered, because once you reach either maximum then your contributions and the Company matching contributions also end. **To determine the savings rate at which you begin to give up Company matching contributions, divide the annual IRS limit by your pay.** Pay for purposes of this equation cannot exceed more than $265,000 in 2016 (See Section 7, "Legal Limits on Contributions"). For example, if your eligible pay is $60,000, the maximum amount matched by the company will be achieved when you save at no more than 30.0 percent (which is $18,000 divided by $60,000). If you choose to save 31 percent in the Plan, you would meet the $18,000 limit for contributions before all 26 annual pay periods and accordingly would give up company match. *The best way to maximize your employee 401(k) contributions and get the most company matching contributions is to select a savings rate whereby you contribute throughout the entire year.* If your eligible compensation is $265,000 or more in 2016, you should save 6.8 percent in the Plan to maximize your contributions and the company match. Company matching contributions are deposited to your account according to the payroll-period method and no 'true-up" will apply. In years like 2015 which was a calendar year containing 27 pay periods rather than the customary 26 pay periods, you might want include one additional pay period of earnings when you are selecting your savings rate for purposes of maximizing contributions for those plan years.

This methodology and use of the savings rate in tenths is more effective as your pay increases and it also evenly spreads your contributions and the Company matching contributions throughout ALL pay periods in the year. **Note:** Certain Plan communications, including account statements, will reflect savings rates in whole percents; however, your election in tenths (if selected) will be maintained by the Benefits Resources Center.

New employees – Eligible employees hired during the year may elect to make pre-tax contributions after joining the Company. Between this Plan and any former plans in which you participated during the calendar year of your employment change, make sure you do not exceed the IRS annual limit on employee 401(k) pre-tax contributions of $18,000 (for 2016).

What pay counts?

Because your contributions are based on a percentage of your pay, it is important to understand what is counted as pay under the Plan. For purposes of the Plan, your eligible pay includes:

- Regular wages and salary paid;
- Short-term disability, as well as paid leaves (such as military or family medical under FMLA);
- Choice Time Off ("CTO") (including, but not limited to bereavement leave, holiday pay, jury duty, and paid approved leave of absence);
- Variable Incentive Compensation ("VIC") received during the Plan year;
- Overtime and pay for shift differential; and
- First year commissions, sales incentive compensation, certain operations incentives and other compensation approved by the Benefits Committee paid or earned while employed.

For Plan purposes, your eligible pay does not include:

- Any severance payments or deferred salaries, deferred VIC or any other deferred compensation including long-term incentives or any payments received under a non-qualified deferred compensation plan sponsored by the Company;
- Commissions or overrides earned on renewal premiums;
- Stock options and other equity or long-term incentive performance awards, or income related to the exercise of such options or awards;
- Living allowances, cost of living adjustments and expense reimbursements;
- Retainers, retentions and hiring bonuses;
- Fringe benefits (cash and non-cash) including moving expenses;
- Management, suggestion and other awards;
- Special incentive payments;
- Referral bonuses or prizes/incentives;
- "Reach for Success" awards;
- 2016 special one-time bonus payments to non-exempt employees in order to facilitate a change to pay-in-arrears payment schedule;
- Payments from other Company plans, such as long-term disability or job-loss benefits; and
- Other payments which may not be listed.

Post-termination pay

Post-termination compensation is generally counted as eligible pay if the payment is made within 75 days following termination or, if later, by the end of the calendar year that includes your termination date.

Let's review three examples to see how this works:

1. Vicky terminates employment on May 1, 2009. She retires at age 61 and is paid a pro-rated VIC of $10,000 in February 2010. Her VIC for 2009 paid in 2010 is excluded from eligible pay because it is paid after December 31, 2009. **Note:** her time period for eligible pay ends December 31, 2009. Although she had elected to save 15 percent in the Plan, the $10,000 VIC would not be Plan eligible; meaning she could not save $1,500 or receive $400 in company matching contributions from her $10,000 VIC payment.

2. David terminates employment on December 15, 2009. He retires at age 60 and is paid a pro-rated VIC of $5,000 on February 20, 2010. His VIC for 2009 paid in 2010 is included in eligible pay because it is paid within 75 days following his termination date.

Note: his time period for eligible pay ends February 28, 2010. Since he had elected to save 10 percent in the Plan, the $5,000 VIC would be Plan eligible; meaning he could save $500 and receive $200 company matching contributions from his $5,000 VIC payment. Notice how David's timing of his retirement date favorably impacted his retirement benefits because his retirement date was within 75 days of the annual VIC payment date.

3. Sonya terminates employment on September 1, 2009. She resigns at age 45 and receives payment of $1,000 for eligible pay for first year commissions on December 12, 2009. Her commissions are eligible pay because they are paid by December 31, 2009. Since she had elected to save 20 percent in the Plan, the $1,000 commissions would be Plan eligible; meaning she could save $200 and receive $40 in company matching contributions from this commission payment.

Section 7, "Legal Limits on Contributions" includes information on IRS limits that may restrict how much pay is considered for purposes of the Plan.

What are the tax advantages of pre-tax savings?

Pre-tax contributions are deducted from your pay before federal and (in most cases) state and local income taxes are calculated, reducing your taxable income, your income tax withholding and your current annual tax bill. Saving on a pre-tax basis defers your taxes until you take the money out of the Plan.

The amount of any overall tax reduction will, of course, depend upon a number of variables, such as marital status and the amount of other income and deductions available to you. Your gross pay is still subject to Social Security, Medicare taxes and certain other payroll taxes, so those benefits will not be reduced in the future due to your participation in the Plan.

When you receive a withdrawal or distribution from the Plan, you will owe taxes on the amount received. Distribution options may exist to help you reduce or defer the tax you owe at that time. For details, see Section 6, "Distributions."

What if I want to change the amount I'm contributing?

The Plan provides flexibility so you may keep your savings in balance with other needs. If you want to change the percentage of pay you contribute - increase, decrease, stop or resume contributions - you can do so at any time. You can also change the way your future savings, including the Company match and any loan repayments, will be invested.

You may change the amount you are contributing or the way your contributions are invested at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784.

Changes will be effective as soon as administratively feasible after the change request is received and processed. Your election to change your participation rate will be made effective as soon as administratively feasible after your transaction is executed and will be coordinated with deductions within an upcoming pay period; a short delay for the change in deductions could be experienced if the next payroll has already processed when your updated deferral rate is forwarded to payroll from Your Benefits Resources Customer Service Center. The cutoff time is 4 p.m. Eastern Time which is two Thursdays before a pay date (it may be earlier than Thursday in the event of a scheduled holiday near the pay date). For example, the cutoff for the Friday, March 25, 2016 pay period is 4 p.m. ET on Thursday, March 17. If you execute a rate change before the cutoff, the change will be effective in the March 25, 2016 payroll. Alternatively, if you execute a rate change after the cutoff, the change will be effective for the April 8, 2016 payroll.

What if I voluntarily want to set my savings rate to automatically increase?

There is an added feature in the Plan to help increase the level of your savings (within legal limits) and to take the guesswork out of remembering to manually increase your savings rate each year. At www.yourbenefitsresources.com/genworth, select a percentage increment (the increases may be in increments as small as 0.10 percent) by which your savings rates will be increased each year (the increase is made annually on January 1), as well as a target contribution rate.

Let's look at an example. You currently save 6% in the Plan and would like the rate to increase 2% each year, with a target maximum rate of 10%. Therefore your savings rate would start at 6%, then increase by 2% each January until arriving at 10% – where it would remain unless or until you changed it. Of course, you may cancel or change this automatic escalation feature by contacting Your Benefits Resources Customer Service Center. If you elect this savings rate escalation feature, you will receive a reminder notice from Your Benefits Resources Customer Service Center on or about each December 1, notifying you of the upcoming automatic increase in your savings rate based upon your previous elections. **Note:** escalations established during the period October 1 to December 31 of each year increase your contribution rate on the second January 1 thereafter. That is, if you establish an annual escalation of 1% on November 1, 2015 the increase in your savings rate will take effect on January 1, 2017. If you establish an annual escalation of 1% on August 1, 2015 the increase in your savings rate will take effect on January 1, 2016. Please note that if you obtain a hardship withdrawal as described in Section 5, "In-service Withdrawals", no escalation will occur on any January 1 while you are in the six-month suspension period.

What if I want to stop contributing?

You may suspend your pre-tax contributions at any time at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784. Once you stop your contributions, the Company's matching contributions stop as of the same date. The savings you've already accumulated – both your own and any Company match – remain in the Plan.

When may I resume my contributions?

Once your contributions have been stopped, you may resume your contributions at any time by logging on to www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784. In most cases, your Company match resumes when your contributions start again. Your pre-tax contributions will resume soon after your election request is received and processed. Special rules apply if you take a hardship withdrawal (see Section 5, "In-service Withdrawals").

How could a garnishment affect my contributions?

If Genworth payroll is notified of a court-ordered deduction (including a garnishment), the withholding amount must be deducted from your gross pay before any voluntary deductions; including contributions to this Plan. Depending on your gross pay and the required deductions, your contributions to this Plan may be limited.

How does a leave of absence affect my contributions?

If you're making employee 401(k) pre-tax and catch-up contributions and go on an unpaid leave of absence, your contributions will stop during the absence along with your pay. When your leave ends, your contributions will automatically resume in the same percentage as before.

You can make changes to your contribution elections at any time; however, they will not take effect until you return from your leave of absence. For more information on the effect of a leave of absence on your contributions, log on to www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784.

How does a short-term disability affect my contributions?

Generally, if you are making employee 401(k) pre-tax and catch-up contributions and go on an approved short-term paid disability, your contributions (and Company matching contributions) will continue during the absence. In a small number of states, all or a portion of your short-term disability pay may come directly from the state, with the remaining portion of your short-term disability paid to you by Genworth. In those states, your contribution deductions will continue through payroll based upon your reduced eligible pay; however, if your pay isn't sufficient to cover the deduction (considering deductions for taxes and premium payments, among others), then contributions, including the Company match, will be reduced or discontinued until you return to work.

If I receive any eligible pay subsequent to my termination date, will it be subject to plan contributions?

Yes, the contributions will be deducted according to the last savings contribution rate on file within payroll. However, see the "Post-termination pay" section above for subsequent pay scenarios that may not be eligible. If you wish to make a change to your contribution rate before you receive any eligible pay after your termination date, you will need to call Your Benefits Resources Customer Service Center at 866 436.9784 and speak with a representative.

COMPANY MATCHING CONTRIBUTIONS

The Company matches 100% of your contributions up to the first 6% of eligible pay you save. Catch-up contributions are not matched by the Company. The following table summarizes the match.

Employee 401(k) Pre-Tax Contributions *	Company Matching Contributions *
1%	1%
2%	2%
3%	3%
4%	4%
5%	5%
6 - 50%	6% (maximum)

Beginning January 1, 2017, the Company will match 100% of your contributions up to the first 4% of eligible pay you save; thereafter, the Company matches the next 2% of eligible pay you save at 50%. Catch-up contributions are not matched by the Company. The following table summarizes the match beginning January 1, 2017.

Employee 401(k) Pre-Tax Contributions *	Company Matching Contributions *
1%	1%
2%	2%
3%	3%
4%	4%
5%	4.5%
6 - 50%	5% (maximum)

*Subject to IRS legal limits on contributions (see Section 7, “Other Plan Rules”).

The Company’s matching contributions are credited to your Plan account as soon as administratively feasible after each payroll period. The Company will be entitled to a federal income tax deduction for matching contributions made to the Plan trust.

You pay no taxes on the Company matching contributions you receive as they are added to your account. Instead, taxes are deferred until you receive a withdrawal or a distribution from the Plan.

ROLLOVER CONTRIBUTIONS

A rollover is a transfer of some or all of your money from another eligible retirement program to the Plan. You may use a rollover to defer the taxes you might otherwise owe on distributions from these other programs, since the amounts you roll over won't be subject to tax until they are paid out of the Plan. You may also use a rollover to help you consolidate your retirement savings. A rollover may not consist of securities.

If you are eligible for the Plan and actively employed by the Company, the Plan accepts rollovers from the following types of retirement programs:

- Qualified retirement plans (401(k) plans, profit sharing plans, stock bonus plans, money purchase plans, defined benefit plans and 403(a) annuity plans);
- Traditional IRAs (which do not include Roth IRAs);
- Government 457 plans; and
- 403(b) plans.

The Plan will also accept rollovers of distributions from eligible retirement programs that employees may receive as a surviving spouse.

There is no Company match on rollover contributions. The rollover is set up as a separate portion in your account and is shown separately on your Plan account statement. Your rollover funds are available for loans and withdrawals. After-tax monies from another qualified plan are not eligible for rollover into this Plan. Therefore rollover contributions into this Plan may not include the entire amounts distributed from the GE Pension Plan as Personal Pension Accounts ("PPA") or Voluntary Pension Accounts ("VPA"). However, the taxable portion of any distribution from your PPA or VPA would be eligible for rollover into this Plan and said amount would be provided from the former plan using a special Internal Revenue Service formula.

To begin the rollover process and get the necessary rollover form, contact www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784. The Benefits Resources Center will verify that your rollover meets IRS and Plan requirements before accepting it. To prevent delays in posting to your account, we recommend you ensure your rollover check is properly prepared as to the check payee and all the required documentation is received by Your Benefits Resources Customer Service Center in a timely manner. The required documentation is described in detail in the Rollover Contribution Form used to remit your rollover check to The Benefits Resources Center. Posting of rollover checks could be delayed days or possibly weeks depending on the completeness of the documentation provided. Your rollover could be returned to you requesting additional information or documentation which could further delay the crediting to your 401(k) Savings Feature account. On the rollover form accompanying your rollover check, you must decide how your funds being rolled over are to be invested among the various investment options in the Plan. You as the plan participant must initiate a rollover into the Plan, not another plan, program, investment manager or broker.

CATCH-UP CONTRIBUTIONS

The Plan permits eligible participants age 50 and older to make additional pre-tax contributions, referred to as "catch-up contributions." They are intended to allow you to increase your savings as you near retirement. You may elect catch-up contributions for any calendar year in which you are at least age 50, and also for the calendar year in which you turn 50.

Catch-up contributions will **not** be deducted from your pay automatically once you are eligible to make them. You may make catch-up elections at any time, and they become effective with the first regular paycheck as soon as administratively feasible following your election. You make a catch-up election at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784.

Catch-up contributions are subject to their own annual dollar limit. The following limits are in effect for 2016 and future calendar years:

Annual Dollar Limit on Catch-Up Contributions

Calendar Year	Maximum Amount
2016 and later years	$6,000 indexed for inflation in $500 increments per IRS rules

Catch-up contributions will generally be withheld in equal amounts from each regular paycheck over the course of the calendar year – for example there are no catch-up contribution deductions from special pays. If you elect to make a bi-weekly catch-up contribution of $50 via payroll, then your calendar year total will be $1,300 ($50 for 26 paychecks); in years like 2015 the calendar year total would be $1,350 when there will be 27 pay periods. The bi-weekly catch-up contributions you elect automatically carry over from one calendar year to the next at the same level. Observe that the catch-up contribution dollar amount that you elect in the recordkeeping system is a bi-weekly pay period election and NOT an annual election. If you do not have sufficient net pay to deduct the entire elected bi-weekly amount within the current and each subsequent pay period, please be advised that no portion of your catch-up election will be withheld or deducted in arrears. This could mean that your total catch-up contributions will be less than you expected. Note that if you receive a lump sum payment for remaining unused choice time off following a break in service and after payment of regular eligible pay, catch-up contributions may not be deducted. Please review your pay statements carefully and make adjustments to your elections, if necessary, by going to www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784.

Catch-up contributions are intended for those who are already saving at the maximum Plan limits, and who are already maximizing their matching contributions. To elect catch-up contributions you should be saving at the 6% or greater level. See Section 7 "Legal Limits on Contributions" for an explanation of these limits.

Catch-up contributions are generally **not** matched. So, if you elect catch-up contributions even though you are not saving at the regular plan limits, you could forgo a match you would have otherwise received.

However, because of the safe-harbor status of the plan as described below in Section 7, "Miscellaneous Plan Rules", under certain circumstances catch-up contributions may be matched beginning January 1, 2011 if, for example, your rate of contributions to the Plan resulted in you being unable to receive the full safe harbor matching contribution. Company matching contributions based upon catch-up contributions, when appropriate, are made as soon as administratively feasible following each calendar year and contributed to your account. Here's an example depicting how this annual true-up in company matching contributions would be calculated. Georgette has eligible pay of $3,100 each bi-weekly period along with a $10,000 VIC payment. She elects to save 20% as her employee 401(k) savings rate along with $212 bi-weekly for catch-up. Because Georgette, had met the $18,000 IRS limit for employee 401(k) contributions as of December 4, she did not receive a 6% match on her $3,100 pay of December 18, 2015. Her annual true-up of company matching contributions would be $186 deposited to her account no later than March 15, 2016. Based upon the Plan's company matching formula as described above, Georgette earns the 6% true-up on December 18, 2015 since her catch-up contribution was 6.4% of her pay. The true-up of $186 is calculated at 6% times her eligible pay from December 18, 2015. The true-up percentage changes from 6% to 5% on January 1, 2017 in conjunction with the change to the matching formula described above.

Remember that a catch-up contribution election stays in place unless and until you change it, even if you change your other contributions or if legal limits on contributions change. This means that it is important to keep an eye on your catch-up contributions.

Also, if you elect catch-up contributions and your employee 401(k) pre-tax contributions do not reach the IRS limits (the lesser of $18,000 (for 2016) or 50% of your pay), IRS rules require the Company to reclassify some or all of your catch-up contributions as employee 401(k) pre-tax contributions.

New employees – Eligible employees hired during the year may elect to make a catch-up contribution after joining the Company. Catch-up contributions for a mid-year election can be withheld in equal installments over all the remaining pay periods of the calendar year or a shorter period if desired. Between this Plan and any former plans in which you participated during the calendar year of your employment change, make sure you do not exceed the IRS annual limit on catch-up contributions of $6,000 (for 2016).

Leaves of absence – If you are making catch-up contributions and take an unpaid leave of absence, catch-up contributions will stop during the absence. When your leave ends, your contributions will automatically resume in the same amount as before your leave.

You can make changes to your contribution elections at any time; however, they will not take effect until you return from your leave of absence. For more information on the effect of a leave of absence on your contributions, log on to www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784.

What is vesting?

"Vesting" is important because it means you have earned a right to receive benefits under the Plan, even if you leave the Company or an affiliate before retirement. Remember that you are always 100% vested in your employee contribution account. Any employee or rehired employee with any recognized service with the Company prior to January 1, 2011 shall be 100% vested in your Company matching contribution account. For employees hired on or after January 1, 2011, you become vested in your Company matching contribution account on the earliest of the following events:

- Completion of two years of service;
- Attainment of age 65 while actively at work;
- Your death while actively at work; or
- Upon termination of employment as a result of exceeding Protected Service as defined in the Company's Long Term Disability Plan.

In the event of a business disposition, as determined by the Benefits Committee, any employee terminated due to the disposition who was employed as of the prior December 31 shall become 100% vested.

Are there potential losses to my account after I am fully vested?

There is the possibility that your account balance may decline. Such a decline may happen due to various reasons, including:

- Investment losses,
- Expenses paid from your account,
- Recovery of amounts improperly credited to your account,
- Payments of benefits to another payee, such as through a Qualified Domestic Relations Order, or
- Withholding and payment of taxes to the government from a Plan distribution or an in-service withdrawal.

What is service?

For vesting purposes, a period of service is determined by the length of time you work for the Company. Only your whole years of service with the Company will be counted to compute your years of service for vesting purposes. The measuring period for determining years of service will generally begin on your date of hire and continue until you have a severance from service. Vesting service may not include time off for unpaid leaves of absences. If you were employed by Genworth on September 27, 2005, the date also reflects your GE Continuity of Service Date, including your Genworth service before September 27, 2005, your service with GE Financial Assurance and your GE-recognized service with an acquired company, if applicable. Vesting service also includes any periods of employment with a nonparticipating foreign affiliate including periods when localized outside the United States as an employee of the Company or an affiliate. Vesting service may also include Genworth-recognized service with an acquired participating entity if approved by the Benefits Committee.

You will continue to earn vesting credit service while you are on an approved disability leave under the Company's Short-Term Disability Plan and during your Protected Service period as defined in the Company's Long Term Disability Plan. You will NOT continue to earn vesting credit service during your Protected Service period as defined in the Company's Layoff Payment Plan.

If you terminate your employment before you have two years of service (for any reason other than your death while actively employed or disability), you will forfeit your Company matching contribution account balance. Forfeitures will be applied toward future Company contributions and to pay Plan administrative expenses, as determined by the Plan Administrator. Upon reemployment, forfeitures may be restored to your account under certain conditions as described below.

Severance from Service

If your employment with the Company or a participating affiliate ends for any reason, you stop earning vesting credit. This is called a severance from service.

You have a severance from service if you:

- End your active employment (time periods while you are receiving severance payments do not count as active employment and thus severance from service applies);
- Are discharged;
- Retire;
- Have your employment terminated as a result of exceeding Protected Service as defined in the Company's Long Term Disability Plan;
- Fail to return to work from an approved military leave according to the terms of veterans' reemployment rights laws. In this case, your severance from service date will be your last active day at work before your military leave.

If you have a severance from service and are reemployed within one year, the vesting service you had earned up to the break will be restored. You also will earn vesting service for the period between your severance and your reemployment, and you will again start to earn vesting service immediately upon your reemployment. Any forfeited amounts in your Company matching contribution account will be restored to your account.

If you have a one-year severance from service, you could lose the service credit you had earned up to the point your absence began. However, your service will be restored if you are later reemployed, provided that the number of consecutive one-year severances from service is less than five years. You do not earn vesting service for the period between your severance and your reemployment. You will again start to earn vesting service immediately upon your reemployment. Amounts forfeited from your Company matching contribution account will be credited back to your account.

In all other cases, you lose the service you had earned up to the severance and you begin earning service again "from scratch" just as any other new employee would, starting on the date you're reemployed. No forfeited amounts in your Company matching contribution account will be applied back to your account. However, if you were 100% vested in your Company matching contribution account balance upon severance, your vesting service will be restored, meaning you will again be 100% vested in the Company matching contributions received after your return.

3. PLAN INVESTMENTS

All contributions made to the Plan on your behalf will be credited to an account in your name. Each type of contribution is tracked separately. For example, your account may consist of employee 401(k) pre-tax contributions, catch-up contributions, Company matching contributions and rollover contributions.

The total balance in your account will depend on the contributions made to your account and the performance of the investment options in which your account is invested. The value of your account will fluctuate depending on investment performance.

Investing your Plan account - The Plan offers a choice of investment options. You decide how to invest your savings **–** your contributions, the Company's match and any rollover contributions by allocating your entire account among these investment options. You will need to decide how the money is invested as it is contributed to the Plan as well as whether to reallocate funds already in your Plan account. Before making your decisions, you should **read this SPD and the following documents** explaining the available investment options:

- Fund prospectuses and investment option facts; and
- Genworth Financial, Inc. Annual Report.

You may obtain these essential materials online at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784**. Fund prospectuses and other investment option information are not automatically mailed upon your enrolling in the Plan or upon your selection of any of the investment options for investing account balances.**

The Plan Sponsor may add, change or remove investment options in the future. You will receive further information if that happens.

A quick look at your investment options – Achieving your financial goals requires a carefully thought-out strategy. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals and different tolerances for risk. Here are a few key points to think about as you decide how to invest your savings in the Plan:

- Your strategy should reflect your own personal situation, including your goals, the time you have to accumulate funds for retirement or accomplish other financial goals and your tolerance for risk.

- Consider all your assets including any retirement savings, not just those in the Plan, when planning your investment decisions. Remember to include your employer-directed Retirement account (as described in the SPD for the Genworth Financial Retirement and Savings Plan – Retirement Account Feature).
- Remember that diversification (allocating contributions throughout a range of investment options) should be part of any sound strategy, because it may help you reduce risks and ride out the inevitable ups and downs in the financial markets.
- Periodically review your investment portfolio, your investment objectives and the investment options under the Plan to help ensure that your savings will meet your retirement or other goals.

If you think you would benefit from additional information or from professional advice or education regarding your choices, you may wish to consult a personal financial or investment adviser. However, no Company officer, director or employee is authorized to advise you regarding your investment choices. You may also wish to refer to the Department of Labor's web site for sources of information on individual investing and diversification (www.dol.gov/ebsa/investing.html).

The Plan offers you the opportunity to allocate your account balance among various investment options, each with different levels of risks and rewards. You may invest your entire account balance in one investment option (subject to certain restrictions on the Genworth Common Stock Fund), or you may divide it among any of the investment options in 1% increments.

The advantages of diversification – To help you achieve long-term retirement security, you should give careful consideration to the advantages of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while reducing your overall risk of losing money. This is because of market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or one industry, your savings may not be properly diversified. Depending on your circumstances, an even lower percentage may be appropriate. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

Here are brief descriptions of your investment options.

Core Investment Options

Use of all or a portion of the core investment options may be appropriate for you when you possess the knowledge, interest and time necessary to invest in a well-diversified retirement portfolio under the Plan.

- **BlackRock Short-Term Investment Fund.** The objective of this fund is to seek a high level of current income as is consistent with liquidity and stability of principal and to operate with a stable net asset value of $1.00 per unit. **Note:** There are certain restrictions on transfers between the T. Rowe Price Stable Value Fund and the BlackRock Short-Term Investment Fund. These restrictions are common for retirement plans that include both money market funds and stable value funds, and are intended to protect stable value fund investors from the impact of short-term investors. **Direct transfers to the BlackRock Short-Term Investment Fund from the T. Rowe Price Stable Value Fund are NOT permitted.** Participants who wish to transfer to the BlackRock Short-Term Investment Fund from the T. Rowe Price Stable Value Fund must first transfer the funds to one or more of the other Plan investment options for at least 90 days before transferring into the BlackRock Short-Term Investment Fund. However, participants may transfer from the BlackRock Short-Term Investment Fund to the T. Rowe Price Stable Value Fund at any time without restrictions. For further information about direct transfers between Short-Term Investment and Stable Value, see "Investment Option Transfer Rules" below. **Note:** This is a collective investment fund and seeks to maintain a share price of $1.00 per share; however, the Plan values the investment using a unit price ($10.00 as of May 2, 2016) to allow for daily interest earnings accruals.

- **T. Rowe Price Stable Value Fund.** Seeks to maximize current income and maintain principal stability of $1.00 per unit by investing primarily in a diversified portfolio of guaranteed investment contracts ("GICs"), bank investment contracts ("BICs"), and synthetic investment contracts ("SICs"). **Note:** There are certain restrictions on transfers between the T. Rowe Price Stable Value Fund and the BlackRock Short-Term Investment Fund. These restrictions are common for retirement plans that include both stable value funds and money market funds, and are intended to protect stable value fund investors from the impact of short-term investors. **Direct transfers from the T. Rowe Price Stable Value Fund to the BlackRock Short-Term Investment Fund are NOT permitted.** Participants who wish to transfer from the T. Rowe Price Stable Value Fund to the BlackRock Short-Term Investment Fund must first transfer the funds to one or more of the other Plan investment options for at least 90 days before transferring into the BlackRock Short-Term Investment Fund. For further information about direct transfers between Stable Value and Short-Term Investment, see "Investment Option Transfer Rules" below.
- **Dodge & Cox Income Fund.** Seeks a high and stable rate of current income, consistent with long-term preservation of capital. A secondary objective is to take advantage of opportunities to realize capital appreciation. The fund invests in a diversified portfolio of high-quality bonds and other fixed income securities, including U.S. government obligations, mortgage- and asset-backed securities, corporate bonds and collateralized mortgage obligations.
- **American Balanced Fund.** Seeks to provide conservation of capital, current income and long-term growth of capital and income by investing in stocks, bonds and other fixed-income securities. It typically maintains at least 50% in equities and 25% in fixed-income securities. **Note:** A purchase block restriction will go into effect if you transfer or reallocate $5,000 or more from this investment option in a single day. Under the purchase block, you will need to wait 30 calendar days before transferring or reallocating $5,000 or more back into the investment option in a single day. For further information about purchase blocks, see "Investment Option Transfer Rules" below.

- **Invesco Growth & Income Fund.** Seeks income and long-term growth of capital. The fund's investment advisor seeks to achieve the fund's investment objective by investing in a portfolio of income-producing equity securities, including common stocks and convertible securities.
- **BlackRock Equity Index Fund.** Seeks to track the performance of the S&P 500 Index by investing in the stocks comprising the index in their appropriate capitalization weights.
- **T. Rowe Price Institutional Large-Cap Growth Fund.** Seeks long-term capital appreciation through investments in the common stocks of large-capitalization growth companies.
- **Cambiar Small Cap Value Fund.** Seeks long term capital appreciation by investing primarily in common stocks of small companies. The fund considers small-cap companies to be those with market capitalizations not greater than either that of the largest company in the Russell 2000 Index or $3.5 billion, whichever is greater at the time of purchase.
- **BlackRock Russell 2000 Growth Index Fund.** By tracking the Russell 2000 Growth Index, this passively managed fund offers participants the ability to invest—at a low cost—in the U.S. Small Cap Growth Equity asset class.
- **Harbor International Fund.** Seeks long-term total return, principally from growth of capital. The fund invests primarily in securities of foreign companies.
- **Genworth Common Stock Fund (subject to the "Investment Rules" and "Investment Option Transfer Rules" described below).** Provides participants the opportunity to indirectly invest in Genworth Common Stock through the Plan. A portion of the fund will be held in cash or other short-term investments to provide liquidity necessary for the efficient processing of daily participant transactions. The value of the fund varies with the performance of Genworth Common Stock, and the performance of the fund will differ from the performance of the underlying Genworth Common Stock.
- **ClearCourse**. A group variable annuity issued by Genworth Life and Annuity Insurance Company that provides guaranteed retirement income based on contributions. In addition, it offers the opportunity for growth, of both today's account value and of income during retirement, by investing in the Vanguard Balanced Institutional Index Fund. **Note:** A purchase block restriction will go into effect if you transfer or reallocate $0 or more from this investment option in a single day. Under the purchase block, you will need to wait 60 calendar days before transferring or reallocating $0 or more back into the investment option in a single day. For further information about purchase blocks, see "Investment Option Transfer Rules" below. **Note:** Beginning January 1, 2014 newly hired employees (or participants rehired with no investments in ClearCourse) will not be permitted to invest in ClearCourse. If you are employed as of December 31, 2013 with a balance in ClearCourse and subsequently withdraw all assets from ClearCourse after December 31, 2013 you will no longer be eligible to invest in ClearCourse.

  Each contribution purchases a minimum stream of income you will receive throughout retirement. Positive performance of the Vanguard Balanced Institutional Index Fund may increase your retirement income. However, negative performance will not lower your retirement income below the minimum guaranteed.

You must annuitize (receive a stream of income beginning on your selected income start date) on or after the ClearCourse retirement age (age 65) in order to receive guaranteed minimum income. You may elect annuitization as early as age 55, however the guaranteed minimum income payments shall be reduced accordingly. (Note: please be aware the Plan requires that the election to annuitize cannot be made earlier than 90 days from the date your stream of payments actually begin. You are permitted to annuitize after separation from service from the Company. Converting your ClearCourse account to an annuity occurs one time after you are eligible and you decide to begin receiving income.) Prior to the annuitization, you can still choose to transfer account value out of ClearCourse; however, transfers out of this investment option will reduce your guarantee proportionally. If you transfer all of your account value out, your lifetime income guarantee will be reduced to zero. Furthermore, if you are employed as of December 31, 2013 with a balance in ClearCourse and subsequently withdraw all assets from ClearCourse after December 31, 2013 you will no longer be eligible to invest in ClearCourse.

For additional information about this investment option, please refer to the Detailed Product Information available online at www.yourbenefitsresources.com/genworth.

Target Date Investment Options

Target Date funds are intended to be comprehensive investment solutions allowing you to match up your retirement date and risk preferences with a single diversified fund.

Use of a target date fund may be appropriate when you do not possess the knowledge, interest or time necessary to invest in a well-diversified retirement portfolio under the Plan.

These funds are designed to help you meet your changing financial needs up to and throughout retirement. During your savings years, the funds help you capitalize on growth opportunities to build assets. As you approach retirement, the portfolio managers gradually shift the investment mix from a greater concentration of higher-risk investments (stocks, for example) to a greater concentration of lower-risk investments (like bonds and money market instruments).

- **BlackRock LifePath Index Funds.** Each LifePath strategy is a broadly diversified portfolio, tailored to the investment time horizon of the investor. The name of each strategy (e.g., LifePath Index 2020) represents the year when the investor will most likely begin to draw interest and/or principal out of his or her investment portfolio. The progression to less risky assets with the passage of time is a relatively steady process resulting in only minor monthly changes to the asset allocation. There are five LifePath strategies: LifePath Index 2050, LifePath Index 2040, LifePath Index 2030, LifePath Index 2020, and LifePath Index Retirement. Eventually, all portfolios merge into the LifePath Index Retirement portfolio, which is designed for investors currently in their retirement, or drawing on their assets. For example, the LifePath Index 2020 portfolio will merge into the LifePath Index Retirement portfolio in the year 2020, and LifePath Index 2060 will begin that same year. That way, there will only be five LifePath strategies at any point in time. If the target year does not exactly correspond to a

LifePath portfolio, choose the portfolio closest to your target or blend the portfolios. For example, if your target year happens to fall in the middle of the two strategies, such as 2026, you may combine two LifePath portfolios such as LifePath Index 2020 and LifePath Index 2030 or choose LifePath Index 2030.

If you do not make an investment election, your contributions will automatically be invested into the Target Date Fund associated with your age as your only investment option (the "Default Investment Option" as described in Section 1, "What is automatic enrollment?"). For more details on the investment options (including a request for investment option facts), contact www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784.

Investing in Genworth Common Stock Fund – As you think about your investment strategy, remember that an investment in the Genworth Common Stock Fund is fundamentally different from an investment in a mutual fund because it represents an interest in a single company. An investment in the stock of any individual company, including Genworth, is likely to be subject to greater market volatility than an investment alternative that holds a diversified mix of securities. There is a risk that the value of Genworth stock could go down even during periods where U.S. equity prices in general are rising. Up to 25% of your contributions may be directed into the Genworth Common Stock Fund. This means that even if the total amount in your account invested in the Genworth Common Stock Fund exceeds 25%, you can continue to invest new money in the stock fund. You should also consider any concentration risk you have with Genworth before investing in the Fund. For example, you may have a significant portion of your retirement savings in the stock fund (up to 25% of your total employee-directed 401(k) savings feature balance is permitted) of the same company on which you depend for your compensation and employee benefits as well as stock options, restricted stock units and other equity awards.

If you decide to invest in Genworth stock, you can elect at any time to sell that stock and reinvest the proceeds in any of the other investment options available under the Plan. Information regarding the investment options available under the Plan can be obtained via Your Benefits Resources Customer Service Center at 866 436.9784, or online at www.yourbenefitsresources.com/genworth.

For your long-term retirement security, it is important that your investments under the Plan be well-balanced and diversified, taking into account all your assets, income and investments. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform well often cause another asset category, or another particular security, to perform poorly. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk. In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should carefully consider the rights described herein and how these rights affect the amount of money that you invest in Genworth stock through the Plan. It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

Plan participants have access to the same information about Genworth Financial, Inc. that is available to Genworth's public shareholders. Genworth policy prohibits the Plan's fiduciaries from disclosing any material, non-public information about Genworth to Plan participants and beneficiaries, or from acquiring, selling or taking other action with respect to Genworth stock on behalf of the Plan based on any material, non-public information about Genworth. Genworth policy also prohibits Plan participants from acquiring, selling or taking other action with respect to Genworth stock on behalf of the Plan based on any material, non-public information about Genworth.

Note: Although Genworth Financial, Inc. stock typically constitutes at least 96 to 98 percent of the assets of the Genworth Common Stock Fund, an investment in the fund is not exactly the same as a direct investment in Genworth stock. For example, the Genworth Common Stock Fund's unit price is not the same as the price of a share of Genworth stock, the rate of return in the Genworth Common Stock Fund will vary from the return on Genworth Common Stock and the small cash component kept for liquidity means that, although changes in the unit price are very closely tied to changes in the stock price, the correlation isn't exact. This is the most common accounting method used for a daily valued plan. It offers participants flexibility in being able to perform most transactions on a daily basis. Despite any differences, however, when you are thinking about risk and diversification, you should consider an investment in the Genworth Common Stock Fund to be an investment in Genworth stock. You may contact www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784 to determine how many units you have in the Genworth Common Stock Fund as well as the per-unit value, the market value and the equivalent shares. You may become a direct owner of Genworth stock through the Plan only when you take a withdrawal or distribution and elect to receive shares of Genworth stock. Your equivalent shares are the number of shares of Genworth stock you would receive if you took a lump-sum distribution and requested an in-kind payment of your interest in the Genworth Common Stock Fund. See "Which special tax rules apply if you take your distribution in Genworth stock and how are the shares determined?" in section 6 below for an explanation of how to estimate your equivalent shares.

Independent Fiduciary for the Genworth Common Stock Fund - Evercore Trust Company, N.A. ("Evercore Trust") is the independent fiduciary and investment manager for the Genworth Common Stock Fund. Evercore Trust has the sole fiduciary responsibility to determine whether it is required under ERISA and the terms of the Plan to restrict the Genworth Common Stock Fund to new investment, or to liquidate the Genworth Stock held in the Genworth Common Stock Fund. Additional information regarding Evercore Trust and its role is available in a separate letter you received from Evercore Trust. Participants with questions about Evercore Trust's role may contact Evercore Trust at genworthplan@evercore.com.

Further Information

Further information regarding the investment options, including information about commissions, sales loads, deferred sales charges, redemption and transfer fees and other annual charges and expenses, may be found in the appropriate prospectus or Detailed Product Information (ClearCourse). You may obtain these materials online at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784**.**

Investment Rules

- **Employee 401(k) pre-tax and catch-up contributions –** may be invested in any combination of investment options in multiples of 1%. For example, you could invest 59% in the T. Rowe Price Stable Value Fund and 41% in Dodge & Cox Income Fund. Up to 25% of your contributions may be directed into the Genworth Common Stock Fund. If you make catch-up contributions they are allocated pro-rata to the investment options based upon your employee 401(k) pre-tax contributions elections.

- **Company matching contributions –** will be invested in the same manner as your employee 401(k) pre-tax contributions. No separate election is necessary.

Investment earnings are automatically reinvested in the same investment option in which they are earned.

Your employee 401(k) pre-tax contributions (including catch-up contributions) and Company matching contributions are used to purchase your selected investments at the market closing prices after the contributions are deposited as soon as administratively feasible following each pay period.

Rollover contribution investments are valued at the market closing prices on the day the contribution is posted to your account following receipt of acceptable rollover documentation. If the New York Stock Exchange is closed on that day, the investments will be valued based on the market closing prices as of the next trading day. When you submit rollover contributions, you direct how those monies are to be invested, as they do not follow your investment elections for current contributions to the Plan.

Accounts Are Valued Daily

The value of your account is maintained in an individual account established in your name and valued each business day.

About Your Investments – ERISA Section 404(c)

The Plan is designed to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (ERISA), and the fiduciaries of the Plan will be relieved of liability for any losses or other investment experiences that are the direct and necessary result of your investment instructions. You--not the Plan fiduciaries or anyone else--allocate your Plan account among the Plan's investment options. The Plan allows you to choose from an array of diverse investment options and allows you to make changes in your choices. Neither the Plan's fiduciaries nor anyone else will be liable for any losses or other investment experience allocated to your account as a result of your investment choices.

Genworth Stock Dividends

Dividends for the share units of Genworth Stock held in the Genworth Common Stock Fund are automatically reinvested in additional Genworth shares in the Fund. Although most dividends on stock are taxed for federal income taxes at long-term capital gains rates, this rule generally does not apply to dividends with respect to stock units held in tax-qualified plans such as this Plan.

You will receive the dividend declared by the Genworth Board of Directors based on the number of Genworth Stock share units you hold in the Plan as of the start of trading on the NYSE ex-dividend date. This is a cutoff date used to determine those Plan shares that are eligible for a dividend payment. You will not receive quarterly dividends for share units purchased on or after the ex-dividend date until the next dividend is paid.

Voting or Tendering Genworth Common Stock

If you invest in the Genworth Common Stock Fund, you have the right to direct the Trustee, concerning shareholder rights, such as the right to vote or tender shares of Genworth stock attributable to your investment in the Genworth Common Stock Fund. You will receive proxy statements, annual reports and other share owner information that is sent to all share owners. There are no restrictions on the exercise of voting, tender or similar rights in connection with your investment in Genworth stock through the Genworth Common Stock Fund. How you direct your shares of Genworth Common Stock in a vote or tender decision will be kept confidential by the Trustee and will not be disclosed on an individual participant basis to Genworth management.

Shares attributable to your account for which you do not instruct the Trustee to tender or vote, as applicable, will be tendered or voted by the Trustee in the same proportion as the shares properly tendered or voted by other Plan participants.

Voting Stock in the Other Investment Options

The investment manager for the other investment options will decide how to exercise any voting rights attributable to stock held in those investment options.

May I transfer my savings between investment options?

Yes, because your savings goals may change over time, you may change your future investment option elections and/or reallocate your existing investment balances. You may make investment changes on a daily basis. There are two methods of reallocating your current balances in the Plan. You may rebalance by reallocating monies among the investment options using percentages totaling 100%. For example, if you currently have balances in two investment options, you could choose to allocate 25% each to four selected investment options. You may also transfer monies directly from one or more investment option to the other investment options in the Plan. Direct transfers from the T. Rowe Price Stable Value Fund to the BlackRock Short-Term Investment Fund are NOT permitted as noted previously.

Note: If you transfer assets from ClearCourse before annuitization of ClearCourse, your minimum income guarantee will be reduced proportionally. If you transfer all assets from ClearCourse after December 31, 2013 you will no longer be eligible to invest in ClearCourse. For further details, please refer to the Detailed Product Information available online at www.yourbenefitsresources.com/genworth.

Investment Option Transfer Rules:

- You may change the way your account is invested on a daily basis without penalty. Some investments (especially international investment options) may impose a redemption fee for money that has not been held in the investment option for a specified period of time. Redemption fees are designed to act as a deterrent for excessive trading, including for those individuals who attempt to exploit mutual fund pricing caused by the time zone differences between the U.S. and international exchange markets. Other investments may apply trading restrictions aimed at limiting excessive trading, known as "purchase blocks" upon the occurrence of transfers or reallocations from an investment meeting certain dollar thresholds. During the "purchase block" time period, participants are prohibited from making transfers or reallocations back into the investment option that exceeds a prescribed dollar amount. The "purchase blocks" do not apply to new contributions, loan payments, withdrawals, distributions or rollovers. Several investment options in the Plan impose "purchase block" restrictions as noted above. Stable value monies must be "washed" in an equity fund or bond fund for 90-days before participants may direct stable value monies to a competing investment option. A 90-day equity wash restriction applies for direct transfers from the T. Rowe Price Stable Value Fund to the BlackRock Short-Term Investment Fund. As noted above, the 90-day equity wash restriction is common for retirement plans that include both stable value funds and money market funds, and are intended to protect stable value fund investors from the impact of short-term investors. For examples, see the discussion below entitled "Examples of how the 90-day equity wash restriction works".

- Transfers (including both employee and Company matching contributions) into the Genworth Common Stock Fund are limited such that on any given day the total amount in the fund after the transfer cannot exceed 25% of your total employee-directed 401(k) savings feature balance. Following such transfer, however, it is possible for your Genworth Common Stock Fund balance to exceed 25% of your employee-directed 401(k) savings feature balance based upon future earnings. If this happens, although you are not required to reduce your holding in the Genworth Common Stock Fund, you will not be able to make any additional transfers until the total amount in the Genworth Common Stock Fund drops below 25% of your employee-directed 401(k) savings feature balance.

- Beginning January 1, 2014 newly hired employees (or participants rehired with no investments in ClearCourse) will not be permitted to invest in ClearCourse. If you are employed as of December 31, 2013 with a balance in ClearCourse and subsequently withdraw all assets from ClearCourse after December 31, 2013 you will no longer be eligible to invest in ClearCourse.

- The value of the investments you transfer depends on when the transaction is confirmed.

Examples of how the 90-day equity wash restriction works

Here are the investment option balances for participant A: On November 1st he has $10,000 in T. Rowe Price Stable Value Fund, $20,000 in American Balanced Fund, and $15,000 in Dodge & Cox Income Fund. As of November 1st, the participant's cumulative running total of transfers out of the T. Rowe Price Stable Value Fund in the last 90 calendar days is $8,000. **Note:** The "last 90 calendar days" includes the current day's requested transfer out of the T. Rowe Price Stable Value Fund.

> Example 1: On November 1st, participant decides to transfer $20,000 from American Balanced into BlackRock Short-Term Investment Fund. First, the system calculates an unrestricted amount that is the sum of balances in all the 401(k) Savings Feature investment options (excluding Stable Value and Short-Term Investment) reduced by the dollar amount of transfers out of the T. Rowe Price Stable Value Fund made in the last 90 days. Thus the unrestricted amount is $20,000 + $15,000 - $8,000 = $27,000. The requested transfer is permitted since $20,000 is less than the unrestricted amount.
>
> Example 2: On November 1st, participant decides to transfer $20,000 from American Balanced and $12,000 from Dodge & Cox into BlackRock Short-Term Investment Fund. Again the system calculates an unrestricted amount that is the sum of balances in all the 401(k) Savings Feature investment options (excluding Stable Value and Short-Term Investment) reduced by the dollar amount of transfers out of the T. Rowe Price Stable Value Fund made in the last 90 days. Thus the unrestricted amount continues at $27,000 from Example 1. The requested transfer totaling $32,000 exceeds the unrestricted amount, so it is not allowed. The participant reduces his transfer to $15,000 from American Balanced and the total $27,000 transfer into BlackRock Short-Term Investment Fund then processes without exception.
>
> Example 3: On November 1st, participant decides to transfer $10,000 in T. Rowe Price Stable Value, $20,000 from American Balanced and $15,000 from Dodge & Cox into BlackRock Equity Index. Since no transfer is being made into BlackRock Short-Term Investment Fund, the transfer processes normally.

Transfers by Phone or Online:

You may make investment option transfers **online at** www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784. You *cannot* make any changes by fax or mail.

If your transaction is confirmed before 4 p.m. Eastern Time, or market close if earlier, on a day when the NYSE is open...

- It is generally valued based on the market closing price on that day.

If the transaction is confirmed at or after 4 p.m. Eastern Time, or market close if earlier, on a NYSE trading day or on a day when the NYSE is closed (including weekends)...

- It is valued based on the next trading day's market closing price.

If you contact www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784 before 4 p.m. Eastern Time, or market close if earlier, on a NYSE trading day, but the transaction is not initiated until market close or later...

- It is valued based on the next trading day's market closing price.

Once you complete a rebalancing or transfer transaction, you will receive online confirmation that your transaction processed successfully. No confirmation statement will be mailed for such transactions. However, you can further confirm the rebalancing or transfer occurred by returning to www.yourbenefitsresources.com/genworth the next business day after the transaction has been valued/processed.

Possible Transaction Delays

The Trustee, in its discretion or as directed by the investment managers, may limit the daily volume of its purchases or sales of securities (and hence may limit the Plan's transactions). The Trustee acts independently in connection with purchases and sales of securities for the Plan; the Company has no control over the timing and manner of such purchases or sales. The Trustee may not complete Plan transactions for a number of reasons, such as suspension of trading in an asset important to one of the investment options or a major market disruption. As a result, the execution of participant requests for various Plan transactions could be delayed for that day, and perhaps additional days, even if you have already submitted a transaction request.

If the Trustee limits the volume of purchases or sales in a security in one of the investment options, or otherwise cannot complete certain Plan transactions in one of the investment options for that day, the result may be a delayed execution of Participant requests for transactions relating to that particular investment option. That day's transaction requests that do not relate to that particular investment option should be processed without delay.

For example, because of market conditions, the Trustee may need to limit the amount of sales or purchases of Genworth Common Stock for the Genworth Common Stock Fund for a day. In such a case, any participant requests to transfer assets involving the Genworth Common Stock Fund (e.g., withdrawals or distributions in which a participant's Genworth Common Stock Fund account would be liquidated in order to complete the transaction) might be delayed. However, that day's transaction requests that do not involve the Genworth Common Stock Fund should not be delayed (unless, of course, there are also circumstances affecting the liquidity of the other investment options).

If a transaction is not processed on the day requested because the Trustee has limited the daily volume of purchases or sales for any other reason, the transaction will be completed as soon as administratively practicable on the following or subsequent days. The transaction will be priced according to the unit prices in effect on the day the transaction is completed. Prior days' transactions that are not completed will be completed on the following or subsequent days before other requested transactions.

You will be informed if, for any reason, a requested transaction is delayed.

If you are a director or executive officer ("insider") of Genworth, you may experience a short delay while your transaction is being reviewed and approved when moving in or out of the Genworth Common Stock Fund. You may request transfers, loans, and other transactions impacting the Genworth Common Stock Fund; however, those transactions will require additional time (generally one day) for execution. Affected participants must also contact the Genworth Legal and Benefits Departments before initiating your transactions within Your Benefits Resources to expedite the execution of transactions affecting investments in the Genworth Common Stock Fund.

Note: The fact that the Plan allows daily trading does not mean that the Plan allows unlimited trading. Excessive or short-term trading (such as market timing) by one person can hurt the other investors in the investment options by compromising portfolio management strategies and increasing fund expenses. The Benefits Committee may limit your trading if it is excessive. In addition, the managers of the investment options themselves have policies against market timing, and the Benefits Committee may help the managers of the investment options enforce these policies. Please refer to the prospectus or similar materials for each investment option for further information for what constitutes excessive or short-term trading. The managers of the investment options may reject a purchase order and may terminate or restrict the transfer privilege of any participant whose pattern of trading or transaction history involves, in the opinion of the investment managers, actual or potential harm to the investors of the investment options.

4. PLAN LOANS

Loans allow you, as an active employee of the Company or any affiliate, to borrow from your Plan account, for any reason, without the taxes you face with withdrawals. Loans are not available to former employees who have terminated service with the Company or participating affiliates. Other participants eligible for loans include those receiving eligible pay while not actively at work due to approved short-term disabilities, military leaves, workers' compensation and approved paid leaves of absence. Participants who are active employees of the Company or any affiliate including those who are localized outside the United States as an employee of the Company or an affiliate are also eligible for loans. New loans are unavailable while receiving severance payments or while on an approved long-term disability.

The money to fund your loan request is withdrawn from your vested contribution types under the Plan in the following order: rollover, Company match and then employee 401(k) pre-tax contributions (including catch-up contributions). Your vested account balance means your accounts under the 401(k) Savings Feature of this Plan as described herein. The monies are withdrawn from your investment options in proportion to the total. Here's an example of how this works for a loan of $5,000:

Contribution type	Vested Account balance	Loan disbursed	**Investment option**	**Vested Account balance**	**% of Balance**	**Loan disbursed**
Rollover	$ 0	$ 0	**Option A**	**$ 3,000**	**25**	**$ 1,250**
Match	2,000	2,000	**Option B**	**3,000**	**25**	**1,250**
Employee 401(k) pre-tax	10,000	3,000	**Option C**	**6,000**	**50**	**2,500**
Total	12,000	5,000	**Total**	**12,000**	**100**	**5,000**

A portion of the money remaining in your account secures your loan.

You may have up to two outstanding loans at a time, with maximum repayment terms of five years. A loan in default counts as an outstanding loan.

As noted below, there is a small loan-processing fee related to each loan taken.

Note: If you transfer assets from ClearCourse for a loan, it will be treated as a withdrawal from this investment option, and your minimum income guarantee will be reduced proportionally. For further details, please refer to the Detailed Product Information available online at www.yourbenefitsresources.com/genworth.

How do I request a loan?

You may request a loan online at www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784. If you're considering a loan, you may use either option to determine:

- How much you're eligible to borrow;
- The current interest rate; and
- Your repayment amount.

There is a one-time loan-processing fee of $50 for each loan taken. This amount will be added to your loan amount and retained by the Plan to defray expenses.

Remember, for transactions made online at www.yourbenefitsresources.com/genworth and by phone, be sure you understand the process, complete all the steps and confirm your transaction in accordance with the instructions provided to you while you are conducting your transaction. Also, you may not be able to initiate your loan request if transaction volume is unusually high or there are technical difficulties. On a NYSE trading day, volume typically increases later in the day.

By confirming your transaction, you acknowledge that you understand and agree to the terms of the loan and that the description of the transaction is correct. After you initiate a loan withdrawal on Your Benefits Resources from your account, you will receive an email confirming the request.

Receiving your loan - You will receive a check for the requested amount (full loan amount less the processing fee), usually within seven to 10 business days of your request. In lieu of a check, you may request to receive your loan proceeds in the form of a direct deposit by visiting www.yourbenefitsresources.com/genworth and entering account information in your profile.

Repaying your loan - Payroll deductions for repayment start automatically near the pay period approximately one month after the loan proceeds are issued to you. They continue until the loan is repaid.

How much may I borrow through a loan?

The maximum you may borrow is the lesser of:

- $50,000, reduced by your highest outstanding loan balance from the past 12 months (including loans from other plans sponsored by the Company or its affiliates); or

- 50% of your vested account balance.

The minimum you may borrow is $500 (which means you must have at least $1,000 in eligible funds in your account).

How do I pay back a loan?

You must make regular repayments on your loan in one-month increments over a minimum period of 12 months to a maximum period of 60 months. For example you may elect to repay your loan in 55 months. Loans transferred from other plans pursuant to Company acquisitions may have a longer repayment period.

If you are an active employee, then your repayments are made through regular payroll deductions. Repayments are deducted from your pay before Plan contributions and any other savings are deducted. Please note the loan repayment deductions do not reduce your taxable pay like your contributions to the Plan; i.e. loan repayments are after-tax deductions and employee contributions are pre-tax. If your repayment deduction is larger than your paycheck, you may need to make the repayment by a bank check (no personal checks are accepted). You are ultimately responsible for ensuring that your regular loan repayments are made even if the repayments cannot be made through payroll deduction. As long as you remain on payroll, your loan deductions cannot be discontinued until your loan is paid in full or if, the Plan is directed by a federal court to discontinue the withholdings because you have filed for personal bankruptcy. However, if you file for personal bankruptcy on or after October 17, 2005, as long as you remain on payroll, your loan deductions will continue. Loan deductions may be suspended during a military leave by calling Your Benefits Resources Customer Service Center.

If you are on a leave of absence and no longer receive eligible pay from the Company, then you must continue repaying your loan by sending a repayment bank check each month to Your Benefits Resources Customer Service Center. You will receive a notice to inform you of your monthly payment amount and related payment schedule.

If you are no longer an active employee of the Company, you must pay off your loan in full within 60 days. You will receive a notice to inform you of your payment amount and related consequences. Special considerations may apply for those receiving severance and long-term disability. Generally, if you are making loan repayments and go on an approved short-term paid disability, your loan deductions will continue during the absence. In a few states, all or a portion of your short-term disability pay may come directly to you from the state leaving only a portion of your short-term disability paid by Genworth. In those states, your loan repayment deductions will continue through payroll based upon your reduced eligible pay; however, if your pay isn't sufficient to cover the deduction (including deductions for taxes and premium payments, among others), then loan deductions will be reduced or discontinued until you return to work. If your pay isn't sufficient to cover a required payment, you will need to make repayments on your own to the Plan to keep your loan current. When you make repayments on your own, the Your Benefits Resources Customer Service Center forwards repayment checks to the Trustee for crediting to participant accounts once approved and as soon as administratively feasible. However a few days delay in posting to participant accounts can be expected to allow for repayment checks to clear the Trust accounts.

What is the loan interest rate?

You must pay interest on the amount you borrow. The interest you pay on your loan is the prime rate, plus 2%, as published in the *Wall Street Journal,* on the determination date preceding your loan. The loan interest rate is updated on the first business day of the each quarter. The interest rate is fixed for the life of the loan. Under current regulations, the interest on your loan is not deductible for income tax purposes.

How are investments valued if liquidated for a loan?

When the investments in your Plan account are liquidated to provide your loan, the value of the liquidated investments depends on when your loan request is confirmed. Whether you initiate a loan online at www.yourbenefitsresources.com/genworth or by phone, your loan request is confirmed when Your Benefits Resources Customer Service Center receives confirmation of the transaction in accordance with Plan rules.

If your loan request is confirmed before the close of regular trading on a day the New York Stock Exchange (NYSE) is open, then the investments liquidated to provide your loan are valued based on the market closing prices on that day.

If your loan request is confirmed at or after the close of regular trading on a NYSE trading day or at any time on a day the NYSE is closed (including weekends), then the investments liquidated to provide your loan are valued based on the market closing prices on the next NYSE trading day.

Please note that even if you make your call or log on to www.yourbenefitsresources.com/genworth before the close of regular trading on a NYSE trading day, if your loan request isn't confirmed before the close of regular trading according to the preceding rules, then the liquidated investments will be valued based on the market closing prices on the next NYSE trading day.

How are my loan repayments invested?

You will repay your loan, with interest, through regular payroll deductions. The money you repay to the Plan for outstanding principal is returned to your rollover, Company match and pre-tax accounts. Additionally, your repayments, including interest, are returned to your investment options in accordance with your current investment election. Here's an example of how this works for repayments on a loan of $5,000 (where investment elections remain constant over the term of the loan):

Contribution type	Principal Loan repayments	**Investment option**	**Investment Election %**	**Principal Loan repayments**
Rollover	$ 0	**Option A**	**30**	**$ 1,500**
Match	2,000	**Option C**	**30**	**1,500**
Employee 401(k) pre-tax	3,000	**Option D**	**40**	**2,000**
Total	5,000	**Total**	**100**	**5,000**

Loan repayment investments are valued at the market closing price on the NYSE trading day in which they are credited back to your account.

<u>**Note:**</u> If you transfer assets from ClearCourse for a loan, it will be treated as a withdrawal from this investment option, and your minimum income guarantee will be reduced proportionally. If the amount of the loan is later reinvested in ClearCourse, the amount of guaranteed annual income purchased might be less than the original guarantee purchased prior to the loan. For further details, please refer to the Detailed Product Information available online at www.yourbenefitsresources.com/genworth.

May I pay back a loan earlier than scheduled?

Yes. You may prepay the loan in full without penalty as described herein. Prepayments must be for the full outstanding balance; partial prepayments are not allowed. Full prepayments are not allowed if you are near the end of the term of your loan. Generally if you have 4 or fewer bi-weekly payments remaining on your loan, a full prepayment is not allowed.

If you prepay your loan, the prepayment investment is valued at the market closing price on the day the payment is credited to your account. If the New York Stock Exchange is closed on that day, the investment will be valued based on the market closing price as of the next trading day.

Information on the prepayment process is available at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784. The prepayment amounts quoted by Your Benefits Resources Customer Service Center will take into consideration your next regularly scheduled pay dates and you can select the timing and related payoff amount that best suits your needs. The Your Benefits Resources Customer Service Center forwards bank repayment checks to the Trustee for crediting to participant accounts once approved and as soon as administratively feasible. However a few days delay in posting to participant accounts can be expected to allow for repayment checks to clear the Trust accounts.

What if I default on my loan?

If you fail to make regular repayments or if you don't repay a loan within 5 years, your loan may be in default under IRS rules. If this happens, the outstanding balance - the unpaid principal plus interest - is reported as a distribution from the Plan, which means the taxable portion of that amount is subject to applicable taxes.

A loan in default counts as an outstanding loan and furthermore will reduce the amounts available for future loans.

The balance of your loan will automatically default if you:

- Fail to make any payment by the end of the calendar quarter following the calendar quarter in which any regular payment is due (for example, if you fail to make your May 2015 loan repayment, it will be in default effective October 1, 2015). This means you have a "grace period" of one calendar quarter with respect to each loan repayment due;
- Don't repay a loan within 5 years;
- Have an unpaid balance upon termination of employment with Genworth or its affiliates, and you do not repay the outstanding loan balance in a lump sum within 60 days of termination;

  or

- Have an unpaid balance upon your termination of employment from Genworth and affiliated companies and take a complete distribution of your account.

Information on how you may repay a defaulted loan is available at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784.

5. IN-SERVICE WITHDRAWALS

You may make in-service withdrawals from your account if you are still employed and meet certain conditions. In-service withdrawals allow you, as an active employee of the Company or any affiliate including those who are localized outside the United States as an employee of the Company or an affiliate, to make a withdrawal from your Plan account. In-service withdrawals are not available to former employees who have terminated service with the Company or participating affiliates.

In-service withdrawals upon attainment of age 59 /1/2

You can use age 59 ½ in-service withdrawals to access all or any portion of your pre-tax contribution account and your rollover account, including any associated earnings, if you are age 59 ½ or older. These in-service withdrawals allow you to meet cash flow needs while employed and can be especially useful in conjunction with part-time work opportunities if available.

You may elect age 59 ½ in-service withdrawals no more frequently than once every six months from your account balance. The minimum for each age 59 ½ in-service withdrawal is $10,000.

In-service withdrawals are generally paid in cash, but if you invest in the Genworth Common Stock Fund, you have an additional payout option (Genworth stock and cash) that is described below under lump sum distributions.

You may request an in-service withdrawal if you qualify online at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784.

Age 59 ½ in-service withdrawals may be rolled over to an IRA or other qualified plans.

Generally, in-service withdrawals will be taken pro-rata from each of your investment options. However, you may choose to exclude the portion of your account invested in the ClearCourse investment option under the Plan from the distribution hierarchy in order to preserve your minimum income guarantee. In-service withdrawals from ClearCourse may not be utilized to begin receiving a stream of income as ClearCourse is intended to be annuitized after separation from service from the Company and all at one time rather than in increments.

In-service withdrawals for hardships

You may withdraw funds from your account in the event of financial hardship. Participants eligible for hardship withdrawals include active employees and those not actively at work due to approved short-term disability, military leave, workers' compensation and approved leaves of absence. You may withdraw all or any portion of your pre-tax contribution account and your rollover account, excluding any earnings on your pre-tax contributions, if you qualify for a hardship withdrawal. By choosing to take a withdrawal, you are giving up your right to continue to invest those amounts on a tax-deferred basis in the Plan.

You may determine whether you qualify for hardship withdrawals and how much you have available for withdrawal at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784.

What situations qualify for a hardship withdrawal?

Because of the favorable tax treatment of employee 401(k) pre-tax and catch-up savings, IRS rules place restrictions on withdrawals from these accounts. You are permitted to execute the hardship withdrawal only in cases of "immediate and heavy financial need," as defined by the IRS. You may withdraw only enough to meet the financial need.

The following "immediate and heavy financial needs" qualify for hardship withdrawals under IRS guidelines:

- Medical expenses not covered by insurance (including certain long-term care services and premiums) for you, your spouse or your dependents;

- Tuition, educational fees and room and board expenses for college or other post-secondary education for the following 12 months for you, your spouse, your children or your dependents;

- Purchase of your primary residence; or

- Payments necessary to prevent eviction from your primary residence or foreclosure on the mortgage of your primary residence.

- Payments for burial or funeral expenses for your deceased parent, spouse, children or certain other dependents; or

- Certain expenses for the repair of damage to your principal residence that would qualify for the casualty loss deduction by the IRS.

To receive a hardship withdrawal, you must have already obtained any Plan loans and distributions available to you, including any age 59 ½ in-service distributions described above.

Six-month suspension of pre-tax contributions - If you receive a hardship withdrawal, your employee 401(k) pre-tax contributions including any catch-up contributions, will be suspended for 6 months, beginning on the date your hardship request is approved. You will not receive Company matching contributions during the time your contributions are suspended.

You will need to re-enroll in the Plan at the end of your 6-month suspension if you want to resume your employee 401(k) pre-tax contributions to the Plan. You will receive a letter reminding you to re-enroll in the Plan approximately 30 days prior to the end of the 6-month suspension period.

Hardship withdrawals may not be rolled over to an IRA or other qualified plans.

How do I apply for a hardship withdrawal?

To request a hardship withdrawal, log on to www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784. The hardship withdrawal approval process including the check mailing time generally takes approximately 7 – 10 business days. In lieu of a check, you may request to receive your hardship withdrawal in the form of a direct deposit by visiting www.yourbenefitsresources.com/genworth and entering account information in your profile. You will be required to submit a Hardship Withdrawal Form and provide very specific documentation as noted on the Form. After you initiate a hardship withdrawal on Your Benefits Resources web site, you will receive an email confirming the request.

If you do not choose to withdraw your maximum available amount, you may request a "gross up" of your withdrawal amount for the tax withholding. "Gross up" means your lump sum withdrawal amount is increased to allow for deduction of any related federal, state or local income tax amounts payable on the withdrawal.

What are the tax consequences of a hardship withdrawal?

Hardship withdrawals are paid in cash. Generally, the entire amount of your withdrawal is taxable to you and subject to an optional federal income tax withholding at a 20% rate and any applicable state income taxes. You may opt out of the default 20% federal withholding or elect a different amount to be withheld. In addition, you may be subject to a 10% federal early distribution penalty tax unless you are at least age 59½, or another exception to the 10% penalty applies.

How are investments valued if liquidated for an in-service withdrawal?

When the investments in your Plan account are liquidated to provide your in-service withdrawal, the value of the liquidated investments depends on when the withdrawal request is confirmed. For additional details see Section 4, "Plan Loans" and the question entitled "How are investments valued if liquidated for a loan?".

How are my monies depleted when I obtain an in-service withdrawal?

When you obtain an in-service withdrawal, the Plan requires you to withdraw the value of your account in a particular order. The withdrawal order from your contribution types is as follows (including associated earnings as applicable): (1) rollover contributions and (2) employee 401(k) pre-tax contributions. Additionally, in-service withdrawals are made pro-rata from your investment options depending how monies are invested on the execution date of the in-service withdrawal. As described in the note below, withdrawals from ClearCourse will impact your minimum income guarantee. Accordingly, beginning January 1, 2011, you have the option to elect the pro-rata withdrawal from your account for an in-service withdrawal to include ClearCourse in the pro-rata allocation or to exclude it. For specific examples, see below.

Note: If you withdraw assets from ClearCourse, your minimum income guarantee will be reduced proportionally. If you withdraw all assets from ClearCourse after December 31, 2013 you will no longer be eligible to invest in ClearCourse. For further details, please refer to the Detailed Product Information available online at www.yourbenefitsresources.com/genworth.

The monies are withdrawn from your investment options in proportion to the total. Here's an example of how this works for an in-service withdrawal of $10,000 when ClearCourse is included in the pro-rata withdrawal (this is the default selection):

Contribution type	Account balance	In-service withdrawal disbursed	**Investment option**	**Account balance**	**% of Balance**	**In-service withdrawal disbursed**
Rollover	$ 2,000	$ 2,000	**Option A**	**$ 12,000**	**60**	**$ 6,000**
Employee 401(k) pre-tax	18,000	8,000	**Option C ***	**8,000**	**40**	**4,000**
Total	20,000	10,000	**Total**	**20,000**	**100**	**10,000**

Here's an example of how this works for an in-service withdrawal of $10,000 when ClearCourse is excluded from the pro-rata withdrawal (you may select this option in lieu of the default):

Contribution type	Account balance	In-service withdrawal disbursed	**Investment option**	**Account balance**	**% of Balance without Option C**	**In-service withdrawal disbursed**
Rollover	$ 2,000	$ 2,000	**Option A**	**$ 12,000**	**100**	**$ 10,000**
Employee 401(k) pre-tax	18,000	8,000	**Option C ***	**8,000**	**0**	**0**
Total	20,000	10,000	**Total**	**20,000**	**100**	**10,000**

* Option C is presumed as ClearCourse for these examples.

6. DISTRIBUTIONS

What are my distribution options if I leave the Company?

When your employment terminates for any reason, you are entitled to receive all of your Plan account balance in a lump sum payment or you may take partial distributions as described below. You will receive a severance from employment notice from Your Benefits Resources Customer Service Center describing your distribution options as soon as administratively feasible following the end of your employment.

Mandatory distributions of $1,000 or less - If your account balance is $1,000 or less in your combined accounts under the 401(k) Savings and Retirement Account Features (including your rollover account and outstanding loans), it will automatically be distributed to you in a single lump sum as soon as administratively feasible after your termination of employment (including layoff periods). You may elect to have your payment paid to you or paid in a direct rollover to another tax-qualified plan or IRA by contacting www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784. Generally, if you do not make a rollover election within 60 days following your termination, you will receive payment of your account balance, less required tax withholdings, by check made payable to you.

Deferring payment of accounts over $1,000 - If your account balance is over $1,000 in your combined accounts under the 401(k) Savings and Retirement Account Features (including your rollover account and outstanding loans), your account balance remains in the Plan until you request a distribution or are required to withdraw it to satisfy minimum distribution requirements. If you leave your account balance in the Plan, you may continue to rebalance your portfolio by transferring/exchanging investments. You also may request that your distribution be rolled over into another tax-qualified plan or IRA.

If you transfer to or are otherwise employed by a nonparticipating affiliate, your money will remain in the Plan, and you may continue to access Plan features, including transferring investments and withdrawing or borrowing funds. Once you no longer work for the Company or any affiliate, you have the distribution options described in this section.

If you decide to receive a distribution from your account, you have two options regarding how your account is paid out to you – lump sum or partial distributions.

Lump sum distributions - A single lump sum distribution is generally paid in cash. By choosing to take a distribution, you are giving up your right to continue to invest those amounts on a tax-deferred basis in the Plan. If you invest in the Genworth Common Stock Fund, you choose whether to receive your lump sum distribution:

- In cash; or
- In Genworth stock and cash.

You will receive a check in the mail at your home, along with a statement explaining what portion is taxable, plus other important information. All requests for distribution of shares of Genworth stock are issued electronically by book-entry. A statement of share holdings or transaction advice reflecting the number of shares owned will be mailed to you by the transfer agent. During the period of time you await receipt of a distribution you may wish to consider reallocating your account balance among the various investment options. As you move closer to your anticipated distribution date, you may decide to adopt a more conservative strategy designed to remove some of the market variation that could occur in your account. In lieu of a check, you may request to receive the cash portion of your lump sum distribution in the form of a direct deposit by visiting www.yourbenefitsresources.com/genworth and entering bank account information in your profile.

If a distribution of Plan shares is made directly in your name, the shares will be issued on the records of Computershare, the Company's transfer agent. Shares will be issued in book-entry form via the Direct Registration System (DRS). You will receive a DRS account statement directly from Computershare indicating the number of whole shares that were distributed to you. Upon receipt of the statement, if you wish to access and verify your account information, you should contact Computershare directly at 866 229.8413 or www.computershare.com/investor. After contacting Computershare, please be sure to verify that your Social Security number ("SSN") has been correctly recorded on your account. You may be asked to provide a completed IRS Form W-9 or to certify your SSN as your Taxpayer Identification Number ("TIN") on-line via Investor Centre at www.computershare.com/investor. If a distribution of Plan shares is made to your Broker, please contact that Broker for more information regarding your shares.

Note: As part of a lump sum distribution, you may annuitize (receive a stream of income beginning on your selected income start date) on or after the ClearCourse retirement age (age 65) in order to receive guaranteed minimum income. As part of a lump sum distribution, you may elect annuitization as early as age 55, however the guaranteed minimum income payments shall be reduced accordingly. If you withdraw assets before annuitization of ClearCourse, your minimum income guarantee will be reduced proportionally. If you withdraw all assets from ClearCourse after December 31, 2013 you will no longer be eligible to invest in ClearCourse. For further details, please refer to the Detailed Product Information available online at www.yourbenefitsresources.com/genworth.

Partial distributions – You may elect partial distributions no more frequently than once every six months from your vested account balance. Your vested account balance means your accounts under both the 401(k) Savings Feature of this Plan as described herein and also from the Retirement Account Feature of this Plan as described in a separate Summary Plan Description. The minimum for each partial distribution is $10,000, or your remaining combined vested account balance, if less. You may also elect a final payout of your remaining combined vested account balance at any time during the year. Once you incur a separation of service from the Company, partial distributions permit you to meet major cash flow needs while maintaining a majority of your account balance in the Plan. You may request a partial distribution, once you leave the Company, of your entire vested ClearCourse balance for the purpose of annuitization (as described below under "Distributions from ClearCourse"), subject to the $10,000 minimum.

Partial distributions are generally paid in cash, but if you invest in the Genworth Common Stock Fund, you have an additional payout option (Genworth stock and cash) that is described above under lump sum distributions.

As described in the note below, partial distributions from ClearCourse will impact your minimum income guarantee. You have the option to elect the pro-rata withdrawal from your account for a partial distribution to include ClearCourse in the pro-rata allocation or to exclude it. For examples which include and exclude ClearCourse in the pro-rata allocation, see Section 5, "In-service Withdrawals" above. The process works similarly for in-service withdrawals and partial distributions. Partial distributions from ClearCourse may not be utilized to begin receiving a stream of income as ClearCourse is intended to be annuitized all at one time rather than in increments.

Note: If you withdraw assets before annuitization of ClearCourse, your minimum income guarantee will be reduced proportionally. If you withdraw assets from ClearCourse, your minimum income guarantee will be reduced proportionally. If you withdraw all assets from ClearCourse after December 31, 2013 you will no longer be eligible to invest in ClearCourse. For further details, please refer to the Detailed Product Information available online at www.yourbenefitsresources.com/genworth.

Participants with vested account balances in ClearCourse may retain those funds in the plan while initiating a partial or full lump sum distribution of their vested account balances in the other funds in the Plan including funds (currently BlackRock LifePath Index Funds) in the Retirement Account feature portion of the plan. This could be especially helpful for participants not yet age 65 who choose not to annuitize ClearCourse since annuitizations before age 65 result in an actuarial reduction in the benefits paid. For example, a participant with a total vested account balance of $35,020 made up of $10,000 in BlackRock LifePath Index 2020 Fund (Retirement Account Feature), $10,000 in the American Balanced Fund and $15,020 in ClearCourse could utilize the 'partial distribution option excluding ClearCourse' to receive $20,000 from the plan while maintaining $15,020 in ClearCourse in the plan.

How are investments valued if liquidated for a partial distribution?

When the investments in your Plan account are liquidated to provide your partial distribution, the value of the liquidated investments depends on when the partial distribution request is confirmed. For additional details see Section 4, "Plan Loans" and the question entitled "How are investments valued if liquidated for a loan?".

How are my monies depleted when I obtain a partial distribution?

When you obtain a partial distribution, the Plan requires you to withdraw the value of your account in a particular order.

The withdrawal order from your contribution types is as follows (including associated earnings as applicable): (1) rollover contributions, (2) employee 401(k) pre-tax contributions (including catch-up contributions), (3) Company matching contributions, (4) employer supplemental contributions – transition in the Retirement Account Feature of this Plan as described in a separate Summary Plan Description and then (5) employer supplemental contributions in the Account Feature of this Plan as described in a separate Summary Plan Description. Additionally, partial distributions are made pro-rata from your investments depending how monies are invested on the execution date of the partial distribution. As described in the note below, withdrawals from ClearCourse will impact your minimum income guarantee. Accordingly beginning January 1, 2011 you have the option to elect the pro-rata withdrawal from your account for a partial distribution to include ClearCourse in the pro-rata allocation or to exclude it. For specific examples, see below.

Note: If you withdraw assets from ClearCourse, your minimum income guarantee will be reduced proportionally. If you withdraw all assets from ClearCourse after December 31, 2013 you will no longer be eligible to invest in ClearCourse. For further details, please refer to the Detailed Product Information available online at www.yourbenefitsresources.com/genworth.

The monies are withdrawn from your investments in proportion to the total. Here's an example of how this works for a partial distribution of $10,000 when ClearCourse is included in the pro-rata withdrawal (this is the default selection):

Contribution type	Vested Account balance	Partial distribution disbursed	**Investment name**	**Vested Account balance**	**% of Balance**	**Partial distribution disbursed**
Rollover	$ 2,000	$ 2,000	**Option A**	**$ 30,000**	**37.5**	**$ 3,750**
Employee 401(k) pre-tax	28,000	8,000	**Option B**	**10,000**	**12.5**	**1,250**
Match	30,000	0	**Option C ***	**20,000**	**25**	**2,500**
Employer supplemental	20,000	0	**LifePath Index Fund** (default based upon your age)	**20,000**	**25**	**2,500**
Total	80,000	10,000	**Total**	**80,000**	**100**	**10,000**

Here's an example of how this works for a partial distribution of $10,000 when ClearCourse is excluded from the pro-rata withdrawal (you may select this option in lieu of the default):

Contribution type	Vested Account balance	Partial distribution disbursed	**Investment name**	**Vested Account balance**	**% of Balance without Option C**	**Partial distribution disbursed**
Rollover	$ 2,000	$ 2,000	**Option A**	**$ 30,000**	**50**	**$ 5,000**
Employee 401(k) pre-tax	28,000	8,000	**Option B**	**10,000**	**16.7**	**1,667**
Match	30,000	0	**Option C ***	**20,000**	**0**	**0**
Employer supplemental	20,000	0	**LifePath Index Fund** (default based upon your age)	**20,000**	**33.3**	**3,333**
Total	80,000	10,000	**Total**	**80,000**	**100**	**10,000**

* Option C is presumed as ClearCourse for these examples.

Coordination with Distributions from the Retirement Account Feature in the Event of a Disability and the Importance of Timing of Distributions from the Plan

A request for lump sum or partial distributions from this Plan following a severance from employment will include the vested account balance under both the 401(k) Savings Feature of this Plan as described herein and also from the Retirement Account Feature of this Plan as described in a separate Summary Plan Description. **The coordination is important to consider since the vesting provisions vary between the 401(k) Savings and Retirement Account Features of this Plan, and when comparing vesting among the two Features, a shorter period of time is needed to reach full vesting in the 401(k) Savings Feature.** So you could qualify for vesting of your 401(k) Savings Feature account but not your Retirement Account Feature account.

In the event of a disability, it is important to consider the impact of vesting of your account balance in the 401(k) Savings Feature and in the Retirement Account Feature, which generally requires three years of service to attain full vesting. Full vesting in the 401(k) Savings Feature (and in the Retirement Account Feature) is also earned following twelve months after your last day worked due to an approved disability under the Company's Long Term Disability Plan. If employed before January 1, 2011, you are fully vested immediately in both your contributions and the Company matching contributions in your account balance in the 401(k) Savings Feature; otherwise, you vest in your Company matching contributions after two years of service. In summary, if you become disabled (and remain disabled) and are not fully vested in your account balance in the 401(k) Savings Feature (and Retirement Account Feature) on your last day worked, you should consider delaying your request for a distribution from the Plan for at least twelve months after your last day worked following the start of an approved disability, because at that time you will also become 100% vested in the 401(k) Savings Feature (and Retirement Account Feature).

It is important to note that vesting ends upon severance from employment and in the scenario where a disability event does not apply, you could be vested in the 401(k) Savings Feature of this Plan as described herein but not from the Retirement Account Feature of this Plan as described in a separate Summary Plan Description. The reason for possible vesting in the 401(k) Savings Feature of this Plan as described herein but not the Retirement Account Feature of this Plan as described in a separate Summary Plan Description is the amount of service needed for full vesting for the two Features varies and it is shorter for the 401(k) Savings Feature.

Distributions from the Genworth Common Stock Fund

Your balance in the Genworth Common Stock Fund may be distributed in either cash or Genworth Common Stock. If you do not designate how you want this paid, you will automatically receive your balance in the Genworth Common Stock Fund as cash.

Distributions from ClearCourse

If you have assets in ClearCourse when termination of employment occurs, you have the following options:

1. Stay in the Plan (subject to Plan requirements)

a. If you are under age 65, you may retain your minimum income guarantee by leaving your assets in this investment option under the Plan at least until age 65 at which time you may elect to annuitize and begin receiving guaranteed minimum income.
b. If you are age 65 or older, you can elect to annuitize and begin receiving your guaranteed minimum income.
c. If you are under age 65 but age 55 or older, you may elect to annuitize and begin receiving guaranteed minimum income. However, if you select this option, your guaranteed amount will be less than if you waited to receive the full amount at age 65 due to longer life expectancy at such time.

2. Leave the Plan

a. Roll over the accumulated account balance to another employer plan or IRA, or
b. Take a full withdrawal of the assets in this investment option.

Exercising either of the options under "Leave the Plan" will result in the loss of the lifetime retirement income guarantee if the employer plan or IRA receiving the transfer does not offer an equivalent guarantee.

The income plans available under ClearCourse are as follows. Any reference to "Period Certain" means the lesser of 20 years, or to when you would have reached age 85.

- **Single Life Annuity with 20-Year Period Certain.** Under this option, you receive guaranteed minimum retirement payments for the Period Certain, whichever is longer. At your death, your beneficiary will receive income payments for any remainder of the Period Certain. If you are married at the time of annuitization, you must have written spousal consent to elect this option.

- **Joint and Survivor Annuity Options.** These options allow you to add your spouse or a non-spouse as a joint annuitant at election to begin income payments. If the joint annuitant is not a spouse, he or she cannot be more than 10 years younger than you. If one of these options is elected, your income payments will be recalculated based on your joint life expectancy. Your income payments are subject to a period certain, which is the lesser of 20 years or 85 minus your age when income payments.

  - **Joint and 100% Survivor Annuity with Period Certain**. You and your joint annuitant will receive 100 % of the income payments for the longer of the period certain or life. If you both die after income payments begin, your beneficiary will receive the income payments for the remainder of the period certain.

  - **Joint and 50% Survivor Annuity with Period Certain**. If you die before your joint annuitant, your joint annuitant will receive 50% of the income payments for the period certain or the rest of his or her life whichever is longer. If your Joint Annuitant dies before you, you will continue to receive 100% of the income payments for the period certain or the rest of your life whichever is longer. If you both die after income payments begin, your beneficiary will receive the income payments for the remainder of the period certain at the appropriate percentage.

- Or any other payout option available at that time.

After you have made a complete and acceptable election to receive payments according to an income plan available under ClearCourse, you cannot transfer any of your assets in ClearCourse to another investment option. Remember that if you are married at the time of annuitization, you must have written spousal consent to change your election from a 100% Joint and Survivor Annuity with Period Certain. If you decide to annuitize or take any income plan offered by ClearCourse and you subsequently rescind that election prior to receiving payments, after receiving any necessary spousal consent to this change, you must take a lump sum distribution of your Plan account balance. Unless you choose an earlier date, the lump sum distribution will be payable on the date that payments were scheduled to begin under the income plan that you had originally elected.

Note: If you withdraw assets from ClearCourse, your minimum income guarantee will be reduced proportionally. If you withdraw all assets from ClearCourse after December 31, 2013 you will no longer be eligible to invest in ClearCourse. For additional information about ClearCourse, please refer to the Detailed Product Information available online at www.yourbenefitsresources.com/genworth.

If you transfer to a successor employer - If your service with the Company or an affiliate ends because the stock or assets of your business are disposed of, Genworth can direct that Plan assets and liabilities be retained or transferred to the successor employer's plan. In either case, Genworth will notify you.

If Plan assets and liabilities are retained, you will have the same access to your Plan account afforded any other terminated or retired employee.

If Plan assets and liabilities are transferred, you will need to consult with the successor employer to find out when and how you may access your funds.

When you turn age 70½ after termination of employment

If you no longer work for Genworth and you turn age 70½, you must take a lump sum distribution or at least commence minimum required distributions (based on your life expectancy) by April 1 of the following year. Annuitization will normally satisfy this requirement with respect to the assets invested in (including amounts transferred into) ClearCourse. You will be notified of your options before any minimum payments begin. You may elect to receive the annual required minimum distribution in more than one installment by contacting Your Benefits Resources Customer Service Center at 866 436.9784. You may have to pay a 50% excise tax if these minimum distribution requirements are not met.

When you turn age 70½ before termination of employment

In general, you do not have to take a distribution when you turn age 70½ if you still work for Genworth.

What happens upon a participant's death?

If you die while actively at work, the total value of your account may be paid in a lump sum to your beneficiary or beneficiaries as soon as administratively feasible thereafter. If you are married when you die while actively at work, your surviving spouse will automatically be the beneficiary of your vested account unless you have designated another beneficiary, with written and notarized spousal consent.

If your spouse is your beneficiary and you die before you are required to begin receiving minimum distributions, he or she may also defer payment of the balance in the account until December 31 of the later of the calendar year following the calendar year of the your death; or the calendar year in which you would have attained age 70½. If you die after you have started to receive minimum required distributions, your spouse may defer payment of the balance in the account until December 31 of the calendar year following the calendar year of your death.

For non-spouse beneficiaries, the balance in the account will be distributed no later than December 31 following the second anniversary of your death.

However, any account balances of $1,000 or less will automatically be distributed to all beneficiaries on record in a single lump sum.

If your spouse receives a distribution because of your death, he or she may be eligible to roll the amount received, including any Genworth Common Stock, to an Individual Retirement Account or Individual Retirement Annuity or to an employer's tax-qualified retirement plan that will accept the rollover. The rollover must be accomplished as a direct transfer to avoid 20% federal income tax withholding and any mandatory state withholding on the amount rolled over. Your spouse will receive a Special Tax Notice Regarding Plan Payments describing the tax consequences of receiving the distribution.

If your non-spouse beneficiary receives a distribution because of your death, he or she may be eligible to roll the amount received, including any Genworth Common Stock, to an Individual Retirement Account. Non-spouse beneficiary rollovers can only be accomplished as a direct transfer to an Individual Retirement Account. If the payment is not processed as a rollover, the distribution may be subject to applicable federal and state income tax withholding. A 10% default federal income tax withholding will apply unless the beneficiary elects otherwise. Your beneficiary will receive a Special Tax Notice Regarding Plan Payments describing the tax consequences of receiving the distribution.

If any of your assets are invested in ClearCourse when you die:

- Before you elect to receive income payments, your beneficiary will receive a lump sum equal to your account value. A spousal continuation enhancement allows your spouse, if applicable, to begin income payments on the date you would have been eligible to receive income payments, in the event you pass away before your income payments begin. Your spouse's income payments will be determined as if you had lived and selected a joint and 100% survivor annuity with period certain. Your spouse will continue to have the additional option to take a single sum payment upon your death.

- After you elect to receive income payments, but before income payments begin if you are married, your spouse will receive a Pre-retirement Survivor Annuity as described in the next section. If you are unmarried or your spouse waives the Pre-retirement Survivor Annuity, your beneficiary will receive a lump sum equal to your account value.

- After income payments begin and you elected the Single Life Annuity with Period Certain, your beneficiary will receive the income payments for the remainder of the period certain. If you elected the Joint and 100% Survivor Annuity with Period Certain and only one of you dies, the income payments will continue to the survivor for the rest of the period certain or his or her life, whichever is longer. At the death of the last annuitant, the beneficiary will receive the income payments for the remainder of the period certain. If you elected the Joint and 50% Survivor Life Annuity and you die, your Joint Annuitant will receive 50% of the income payment amount for the period certain or his or her life whichever is longer.

For additional information about ClearCourse, please refer to the Detailed Product Information available online at www.yourbenefitsresources.com/genworth.

What is a Qualified Pre-retirement Survivor Annuity?

A Qualified Pre-retirement Survivor Annuity ("QPSA") is an immediate annuity for the life of the surviving spouse of a participant who dies shortly before retirement age. You must have been married at least 12 months to be considered to have a "surviving spouse" on the date of death. The QPSA is available only to the spouse of a participant who has already elected an annuity form of benefit and is based on the balance in the participant's ClearCourse investment option at death.

Remember, that at the benefit commencement date you elect, if you have any balance in ClearCourse you will be deemed to have elected an annuity form of benefit offered under ClearCourse with respect to that balance. You will begin to receive a guaranteed monthly benefit for your life. If you are married, your ClearCourse benefit will automatically be paid as a Joint and 100% Survivor Annuity with Period Certain, unless you elect a Single Life Annuity with Period Certain form of payment and your spouse agrees in writing. The election of the Single Life Annuity cannot be made after the first day of the first month in which you receive an annuity payment (your "annuity starting date"). The annuity payout will be stated in an annuity certificate issued by Genworth Life and Annuity Insurance Company. If you are married and you die after you have elected an annuity form of benefit, but before benefits commence to be paid to you, your surviving spouse will receive the Joint and Survivor Annuity Certificate as the pre-retirement survivor annuity benefit provided under the Plan.

If you are awaiting the start of payments under a Joint and 100% Survivor Annuity with Period Certain you cannot waive the QPSA.

If you are awaiting the start of the Single Life Annuity form of payment, you can waive the QPSA with your spouse's written permission, when you elect the annuity payout and up to the first day of the first month when you receive the first annuity payment. If your spouse chooses, he or she may waive the Qualified Pre-retirement Survivor Annuity after your death and transfer the portion of your account balance invested in ClearCourse to other investment options under the Plan, or receive the total value of your account as a lump-sum distribution.

How may I request a distribution after termination of employment?

All participants may request distributions online at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784. You cannot request distributions by fax or e-mail.

Remember, for transactions made online at www.yourbenefitsresources.com/genworth and by phone, be sure you understand the process, complete all the steps and confirm your transaction in accordance with the instructions provided to you while you are conducting your transaction. Also, you may not be able to initiate your distribution online or by phone if transaction volume is unusually high or if there are technical difficulties. On a NYSE trading day, volume typically increases later in the day. After you initiate a payment on Your Benefits Resources from your account, you will receive an email confirming the request.

How are investments valued if liquidated for a distribution?

When the investments in your Plan account are liquidated to provide your distribution, the value of the liquidated investments depends on when the distribution request is confirmed. For additional details see Section 4, "Plan Loans" and the question entitled "How are investments valued if liquidated for a loan?".

What are the tax consequences of Plan distributions?

You can generally defer paying income taxes and avoid paying penalty taxes on withdrawals and distributions by rolling over the amount into another eligible retirement program. If amounts are not rolled directly into another eligible retirement program such as an IRA or another employer's qualified retirement plan, your distributions will generally be considered ordinary taxable income when you receive them. Hardship withdrawals are not eligible to be rolled over. See "What happens if I roll over my Plan account funds?" below for more information.

The Plan is required by IRS rules to withhold 20% for federal income taxes from distributions, and any mandatory state withholding, unless you roll over the distribution directly into another eligible tax-qualified plan or IRA. The withholding is made by liquidating your invested balances and cash (but not Genworth stock) that would otherwise be paid out to you.

Because of the various rules associated with this type of plan and because they may change over time, it is recommended that you consult a tax professional before electing a withdrawal or distribution. Also, see IRS publication #575 ("Pension and Annuity Income"), which is available at www.irs.gov. Moreover, it is recommended that you read the Special Tax Notice Regarding Plan Payments. The Special Tax Notice will be provided to you with your withdrawal or distribution and will explain the tax consequences of receiving a withdrawal or distribution from a tax-qualified plan.

If you are receiving annuity payments from ClearCourse, you will be taxed on the amount of the annuity that you receive. You will have to complete an IRS Form W-4P indicating the level of federal income taxes you wish to have withheld from the annuity payments. You are responsible for the payment of federal and state (if applicable) taxes on the annuity payments that you receive.

What are the penalties for early withdrawal or distribution?

Generally, if you are under age 59½ when you receive a withdrawal or distribution, you will be subject to a 10% penalty tax in addition to ordinary income taxes. You can avoid this extra 10% tax if:

- You roll over the taxable portion of the withdrawal or distribution into another eligible tax-qualified plan or IRA **within 60 days** (to avoid tax withholding and the 60-day rule, elect a direct rollover);

- You have separated from service during the year in which you reach age 55 or later, and the distribution follows your separation;

- Your payment is attributable to a qualifying disability;

- Your account is divided or the court orders you to make payments to an alternate payee in a divorce case or other domestic relations matter;

- You use your withdrawal or distribution to pay for deductible medical expenses, including payments for long-term care services (and, in some cases, long-term care insurance premiums); or

- Your withdrawal or distribution is paid to the government because of an IRS tax levy against your Plan account.

Note that the distributions made to your beneficiary in the event of your death are not subject to the 10% penalty tax.

Which special tax rules apply if you take your distribution in Genworth stock and how are the shares determined?

A special tax rule applies to the portion of a Plan distribution that includes shares of Genworth stock. Under this rule, you may have the option of not paying tax on the net unrealized appreciation of the Genworth stock until it is sold. Net unrealized appreciation is the increase in the value of the Genworth stock while it is held in your account.

For example, assume that Genworth stock was contributed to your account when it was worth $1,000 and you continue to hold that stock in your account until it is worth $1,500. If you elect to receive a payout in Genworth stock and the special rule applies, the $500 increase in value will not be taxed until the year you sell the stock. In addition, this $500 will be taxed as long-term capital gain, which, under current rules, is taxed at lower rates than ordinary income.

On the other hand, if you choose cash payments or if you choose to receive Genworth stock but elect not to have the special rule apply, the $500 will be taxed as ordinary income in the year you receive the payout. You could avoid this current tax by rolling the distribution over to another eligible retirement program, but any subsequent distribution of the rollover amount from the other retirement program would continue to be taxed as ordinary income, not capital gain.

There are several important things to keep in mind as you consider this rule:

First, if you receive Genworth stock in a lump-sum distribution, you can elect to have this special rule apply to all the stock you receive. The election is made on your personal tax return for the year you receive the distribution.

A total distribution of your account balance will not always qualify as a lump sum under IRS rules. For example, if you take a partial distribution after age 59 ½ and after separating from service, a distribution of your remaining account balance in a later year is not considered a lump sum. Also, if you elect to annuitize any portion of your account under the ClearCourse investment option, this special rule may not be available.

Second, switching out of Genworth stock and into another investment is considered to be a sale of your stock. So, if you switch from Genworth stock to another investment, you won't be able to take advantage of the special rule for any appreciation in the value of the Genworth stock that may have occurred while it was held in your account.

Finally, this is a short summary of a complicated set of rules. It does not cover everything you might want to consider when making a transaction involving the Genworth Common Stock Fund (for example, the rules for taxing distributions of depreciated stock and the rules for taxing any post-distribution gains or losses in the stock). The determination of your eligibility for special tax treatment is based on your savings plan transaction history and your payment type. Accordingly, you should consult a tax advisor before taking action.

Investments in the Genworth Common Stock Fund are calculated in units as noted in Section 3 under "Investing in Genworth Common Stock Fund". When a payout in shares is requested the units are converted to shares. This is accomplished by calculating the equivalent number of shares as follows. Let's say you have $10,000 in the Genworth Common Stock Fund when the unit price is $5.06; therefore you own 1,976.28 units in the Genworth Common Stock Fund. On that same day, the Genworth Financial stock closes at $14.15, meaning you own the equivalent of 705.22 shares and $21.14 in cash. If you do not make a rollover, you would be subject to the 20% tax withholding discussed earlier in this Section under "What are the tax consequences of Plan distributions?". In this case, to allow for the required 20% tax withholding, you would receive 565 shares while the remainder of your account balance ($2,005.25) is used to fund the tax withholding.

What happens if I roll over my Plan account funds?

If you leave the Company, money that is rolled over is not subject to tax until it is paid out from the subsequent tax-qualified plan or IRA. There are two different ways to roll over funds - directly and indirectly.

If you elect a direct rollover, your distribution will be paid directly to the other tax-qualified plan or IRA. Note that your rollover may not be directed to more than one IRA or tax-qualified plan. No tax is withheld from the amount directly rolled over.

If you have assets in ClearCourse and are not yet receiving income payments, account value rolled over from this investment option into another product that doesn't provide equivalent guarantees will forfeit the protection afforded by the lifetime income guarantee of this investment option.

If you do not elect a direct rollover into another tax-qualified plan or IRA, then 20% must automatically be withheld for federal income taxes, plus applicable state withholding. You may still roll over the taxable portion **within 60 days** of receipt to avoid taxes; however, keep in mind that you will need to make up, from your personal funds, the 20% withheld (plus applicable state taxes) if you want to roll over the entire taxable amount. When you file your annual tax returns, your withholdings for the year will include the 20% taxes withheld from your Plan withdrawal or distribution.

If you roll over Plan assets into an IRA...
Then you have the option to roll those assets over again, into another employer's tax-qualified plan.

If you roll over your Plan assets into another employer's tax-qualified plan...
Then you may roll those assets over again according to that plan's provisions and IRS rules.

How do I initiate a direct rollover?

You may initiate a rollover to another tax-qualified plan or IRA at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784. A Plan specialist will guide you through the process. You will need the name and the account number of the other plan's trust or the IRA.

7. OTHER PLAN RULES

When you participate in the Plan, there are several other rules that may affect you.

Special rules regarding military leave - If you return from a qualifying military leave of absence under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), you are eligible to make up contributions to the Plan as if you had actually received your full pay from the Company during your leave.

Genworth's policy is to pay employees on qualifying military leave the difference between their military/government pay and their pay as an active employee immediately preceding the leave. Accordingly this pay is eligible compensation for contributions including Company matching contributions.

You can choose to make up your savings through payroll deductions and payments will be deducted from your pay over a period no longer than three times the total length of your military leave or a five-year period, whichever is shorter. For example, if your total leave was two weeks, you will have six weeks after your return to work to elect and complete your make-up. You can also effectively make up your contributions by selecting a higher contribution savings rate (up to 50% permitted by the Plan).

Your make-up contributions are credited to your account as soon as administratively feasible following receipt. If the savings you missed and are now making up would have been eligible for a Company match, the Company matching contribution will be credited to your account at the same time your contributions are credited.

Make-up contributions are invested according to your current savings investment election.

You may make up savings contributions at www.yourbenefitsresources.com/genworth or by calling Your Benefits Resources Customer Service Center at 866 436.9784.

Loan deductions will be suspended during a military leave.

What happens if I am laid off?

You will not be able to make contributions to the Plan while receiving severance benefits, but you are eligible to transfer investments in your account. If your account balance is $1,000 or less, it will automatically be distributed to you in a single lump sum as soon as administratively feasible after your termination of service date.

If you have any outstanding loans from the Company when you are laid off, your loan repayment deductions in payroll will continue while you are receiving severance pay. However, your loan balance is due in full within 60 days of your termination of service date.

Legal Limits on Contributions

The Plan is subject to federal regulations, some of which may affect you. The following limits on pay and contributions may affect your benefits under the Plan.

Individual annual pay limits - Internal Revenue Service ("IRS") rules do not permit annual pay over a certain amount ($265,000 for 2016) to be considered when calculating your contributions under the Plan. Therefore, your contributions and the Company match cannot be based on eligible pay in excess of $265,000 for 2016. The annual pay limit will be indexed for inflation in future years when applicable in increments of $5,000 in accordance with IRS guidelines.

Dollar limits on employee 401(k) pre-tax contributions and catch-up contributions - The IRS limits the total amount of employee 401(k) pre-tax contribution and the total amount of catch-up contributions you can make during the year to the amounts shown below.

Calendar Year	Employee 401(k) Pre-Tax Limit	Catch-up Limit
2016	$18,000	$6,000

Both limits are scheduled to increase after 2016 in accordance with IRS rules.

If your pre-tax contributions to the Plan reach the limit, any further contributions to the Plan for the year will automatically be suspended. The Plan uses the payroll-period method to calculate Company matching contributions. This method relates each matching contribution to your corresponding employee 401(k) pre-tax contributions. Under this method, Company matching contributions also end when your contributions reach the IRS limits.

If your catch-up contributions to the Plan (or to the Plan and any other 401(k) plan maintained by the Company or an affiliate) reach the catch-up limit, your catch-up contributions will automatically stop for the rest of the year.

If you participate in this Plan and in a 401(k) plan (or certain similar types of arrangements) maintained by another employer, it is your responsibility to make sure that you don't exceed the IRS limits on employee 401(k) pre-tax or catch-up savings for the year. If your combined employee 401(k) pre-tax or catch-up contributions exceed either limit, you will need to take a corrective distribution. To take the steps necessary to receive a corrective distribution from this Plan instead of another plan, call Your Benefits Resources Customer Service Center at 866 436.9784 before March 1 of the following calendar year for a corrective distribution affecting a prior tax year. Any corrective distribution from the Plan will be made no later than the following April 15. Call Your Benefits Resources Customer Service Center at 866 436.9784 March 1 or later of the following calendar year for a corrective distribution affecting a current tax year. The corrective distributions of the specified excess amounts will also include any income or loss earned thereon. Failure to receive sufficient corrective distributions will result in adverse tax consequences to you. Any portion of the Company matching contributions corresponding to your contributions in excess of the IRS limits made to your account will also be forfeited.

Total contribution limit - In any given year, total contributions to qualified retirement plans such as this Plan are limited to the lesser of an IRS-set maximum dollar amount, which may change each year ($53,000 in 2016), or 100% of your compensation as defined by the IRS. This limit excludes rollovers, but includes Company matching contributions. Compensation for this purpose generally means the amount reported as taxable income on your W-2 earnings statement, plus the amount of your pre-tax contribution to this Plan, to your Genworth Financial, Inc. Flexible Spending Accounts and the pre-tax deductions for health coverage under the Company sponsored plan.

The following contributions count toward the limit:

- Pre-tax contributions (as described in this SPD – 401(k) Savings Feature)
- Company matching contributions (as described in this SPD – 401(k) Savings Feature)
- Employer-directed supplemental contributions (as described in the SPD for the Genworth Financial Retirement and Savings Plan – Retirement Account Feature)

Catch-up and rollover contributions do not count toward the limit; contributions to other qualified retirement plans maintained by the Company or by an affiliate generally do count.

Tax-Qualified Plan

The Plan and related trust are designed in accordance with applicable sections of the Internal Revenue Code (IRC). To maintain its qualified status for the benefit of participants and the Company, the Plan must abide by applicable federal laws and regulations. The Plan Administrator believes that the Plan is currently designed and being operated in compliance with the applicable requirements of the IRC.

Miscellaneous Plan Rules

Non-alienation of Benefits and Qualified Domestic Relations Orders - Your Plan savings may not be used as security for loans outside the Plan. Your savings may not be garnished or attached by your creditors or be assigned in any way to anyone else except to comply with a qualified domestic relations order (QDRO), such as a divorce decree or a child support order, or a federal tax lien (or its equivalent).

A QDRO is an order or judgment from a state court directing the Plan to pay all or part of a participant's Plan benefits to a spouse, former spouse or dependent for child support, alimony payments or marital property rights (collectively "Alternate Payees"). These court orders must comply with the requirements of the Internal Revenue Code and be approved by the Benefits Committee or its designee before any payments are made. You will be notified if the Company receives a QDRO or federal tax lien affecting your benefits. To get a statement of QDRO procedures at no cost to you, contact www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784. Please note that for any initial domestic relations order received relative to the Plan, there will be a charge for the QDRO administration. This charge is passed through to you from the Plan's third party QDRO administrator. The administrator's QDRO fees ($750, subject to change) will be taken out of your account balance when the order is received by Genworth or its designate.

When a ClearCourse account is created for an Alternate Payee, the Alternate Payee is prohibited from transferring additional amounts into that ClearCourse account.

No Pension Benefit Guaranty Corporation ("PBGC") insurance - Because the Plan is a defined contribution plan, the benefits provided by the Plan are not insured by the PBGC under title IV of Employee Retirement Income Security Act of 1974, as amended (ERISA). The PBGC is a government corporation established by ERISA. The PBGC guarantees certain benefits if certain qualified plans terminate with unfunded liabilities to participants and beneficiaries, but it does not insure defined contribution plans (like this Plan) that do not promise a certain benefit at retirement. Note that ClearCourse offers an income guarantee from Genworth Life and Annuity Insurance Company, not from the Plan or sponsoring employers.

Safe-Harbor Plan Status - The Plan is intended to be a "Safe Harbor" plan under which all participants may make employee 401(k) pre-tax contributions up to the maximum percentage for the year (50%) of eligible pay, subject to the maximum annual dollar limit ($18,000 in 2016). To be classified as a qualified automatic contribution arrangement Safe Harbor plan, the Plan must adhere to certain contribution, notice, automatic savings rate enrollment level and automatic annual escalation requirements along with providing 100% vesting of Company matching accounts after two years of service. In the unlikely event of the loss of the Safe Harbor status, the IRS would require the Plan to meet certain non-discrimination tests as of the last day of each Plan year. As a result, participants who are classified as "highly compensated employees" under IRS rules might have their employee 401(k) pre-tax contribution rates limited sometime during the year to a smaller percentage to help assure nondiscrimination compliance, and in some cases, a portion of their employee 401(k) pre-tax and Company matching contributions might have to be refunded. These nondiscrimination tests would be to ensure there is a fair level of participation by all eligible participants.

Top-Heavy Provisions - The Plan provides for minimum contributions if the Plan becomes "Top-Heavy." A plan is "Top-Heavy" if more than 60% of the account balances are held by "Key Employees," as defined under federal tax law. Because of the wide range of participation, the Plan is not expected to become "Top Heavy."

Access Limits – Your access to loans, withdrawals and distributions may be limited because of your participation in multiple plans sponsored by the Company or its affiliates. Your access may also be limited because of your employment with these related employers.

8. ADMINISTRATIVE INFORMATION

Although employers are not required to provide benefits such as the Plan, federal law does regulate these kinds of plans once they are offered. This section describes your legal rights under the federal law called the Employee Retirement Income Security Act of 1974, as amended (ERISA) and contains important administrative information.

Plan Basics

This section provides important administrative information about the Plan.

For employees not conversant in English - If you have a limited knowledge of the English language and have difficulty understanding this summary plan description, you should contact your supervisor to obtain assistance in the language most familiar to you.

Para los empleados que no tienen mucho conocimiento del ingles - Comuniquese con su supervisor para obtener ayuda en su idioma si tienen difficultad en comprender la descripcion en ingles.

What is the official name of the Plan?

Genworth Financial, Inc. Retirement and Savings Plan.

What are Genworth Financial's employer identification number, the Plan number, and Plan Year?

The employer identification number (EIN) assigned to Genworth Financial, Inc. (the sponsor of the Plan) by the Internal Revenue Service is 80-0873306. The Plan Number assigned to the Plan for governmental reporting purposes is 001. Plan records are kept on a calendar year basis beginning January 1 and ending on December 31 each year.

Who is the Plan Administrator?

The Plan Administrator has the authority to control and manage the operation and administration of the Plan and is the agent for service of legal process. The Plan Administrator for this Plan is:

Genworth Benefits Committee
Genworth Financial, Inc.
6620 West Broad Street, Building #1
Richmond, Virginia 23230
866 436.9784

For day-to-day questions, contact www.yourbenefitsresources.com/genworth or call Your Benefits Resources Customer Service Center at 866 436.9784.

The Benefits Committee may delegate certain of its responsibilities to individual consultants and administrative service providers to act on its behalf.

In discharging its assigned duties under the Plan, the Plan Administrator and any designated representatives have the absolute and exclusive authority and responsibility to interpret the provisions of the Plan in their sole discretion, including the Plan's eligibility provisions; to adopt, amend and rescind rules and regulations pertaining to its duties under the Plan; and to make all other determinations necessary or advisable for the discharge of its duties under the Plan, provided such authority is exercised in a uniform and nondiscriminatory manner. Decisions by the Plan Administrator and each other named fiduciary are binding on all persons seeking Plan benefits.

Can the Plan be changed, replaced or terminated?

Genworth expects and intends to continue the Plan indefinitely, but reserves the right to terminate, amend or replace the Plan, in whole or in part (to the extent permitted by law), at any time and for any reason, by action of the Board of Directors of Genworth Financial, Inc. or such persons or committees as it may designate. In the event of any such action, your account balance and other rights and benefits will be preserved to the extent of, and in accordance with ERISA and other applicable federal and state laws.

A decision to terminate, amend or replace the Plan may be due to changes in federal law or state laws governing qualified retirement plans, the requirements of the IRC, ERISA or any other reason. When Plan amendments are made that affect your benefits, a summary of the changes will be communicated to Plan participants. A Plan change may include transferring all or a portion of Plan assets and liabilities to another plan (which may be maintained by a successor employer or some other unaffiliated entity) or splitting a plan into two or more parts.

How is the Plan funded?

All contributions by or on behalf of participants and the Company are made to a Trust. This Trust has been established for the exclusive benefit of Plan participants and their beneficiaries. The Trustee, The Bank of New York Mellon, has been appointed to administer and invest the Trust in accordance with the Plan and related Trust Agreement. The Trustee's address is:

The Bank of New York Mellon
Attention: Genworth Financial, Inc. Retirement and Savings Plan
One Wall Street – 12th Floor
New York, NY 10286

What about Plan expenses?

The Plan provides that all operation and administration expenses, including compensation of Trustees, the investment managers and service providers, are liabilities of the Plan. The Company may choose to pay these expenses, but is not obligated to do so.

In addition, the Benefits Committee may direct that certain expenses separately identifiable as attributable to a participant's account (or a group of participants' accounts) be paid from that participant's account (or group of participants' accounts). The $50 loan fee (described in Section 4, "Plan Loans") charged to a borrowing participant upon receipt of loan proceeds from the Plan is an example of such an expense.

What are the claims and appeals procedures?

To receive or apply for benefits, you or your beneficiary must take appropriate action, which usually requires visiting www.yourbenefitsresources.com/genworth, and making certain phone calls to Your Benefits Resources Customer Service Center or filing forms, as described throughout this SPD.

Benefits Appeals Committee Appeal

If you do not receive benefits from the Plan to which you feel you are entitled, or if you dispute the response to your request for benefits under this Plan, you (or your beneficiary) may file a written request for consideration to the Benefits Appeals Committee. Your request should be accompanied by documents or records in support of your claim. Send written request to:

Genworth Financial, Inc.
Benefits Appeals Committee
P.O. Box 26649
Richmond, VA 23261-6649

The Benefits Appeals Committee, or its designee, will evaluate the claim. When you contact the Benefits Appeals Committee, please do so in writing and include your name, mailing address, Social Security number, a brief description of the reason for your claim and your signature.

All such claims must be submitted to the Benefits Appeals Committee within the "applicable limitations period". The "applicable limitations period" shall be one year, beginning on (i) in the case of any lump sum payment, the date on which the payment was made, (ii) in the case of an annuity payment, the date of the first in the series of payments, or (iii) for all other claims, the date on which the action complained or aggrieved of occurred.

If the claim is denied in whole or in part, you (or your beneficiary) will receive a written notice within 90 days – or within 180 days under special circumstances – from the Benefits Appeals Committee or its designee. The notice will include:

- the reason for the denial, with specific reference to the pertinent Plan provisions on which the denial is based;
- a description of any information or materials necessary to process the claim properly and the reasons why the materials are needed; and
- an explanation of the claims review procedure.

To appeal the denial, you (or your beneficiary) must file a written request for reconsideration to the Benefits Committee, or its designee, within 60 days after receiving the denial. Documents or records in support of the appeal should accompany your request. The Benefits Committee, or its designee, will respond within 60 days – or 120 days under special circumstances – after receipt of the appeal, explaining the reasons for the decision, with specific reference to the Plan provision(s) on which the decision is based. All interpretations under the Plan and all determinations of fact made in good faith by the Benefits Committee will be binding on participants, beneficiaries, and all other interested persons. You must follow the Plan's claims procedures to timely exhaust your administrative remedies before filing a lawsuit with respect to your claim for benefits.

Upon completion of the appeals process, a claimant will have exhausted his or her administrative remedies under the Plan. If the benefits administrator fails to complete a claim determination on appeal within the time limits set forth above, the claimant may treat the claim or appeal as having been denied, and the claimant may proceed to the next level in the review process.

What are my rights under ERISA?

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Receive information about the Plan and benefits - Under ERISA, Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office, all Plan documents, including a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).

- Obtain copies of all Plan documents, including the latest annual report (Form 5500 Series) and updated summary plan descriptions, upon written request to the Plan Administrator (the administrator may make a reasonable charge for the copies; no cost applies when delivered by e-mail).

- Receive a summary of the Plan's annual financial information. The Plan Administrator is required by law to provide each Plan participant with a copy of this information.

- Obtain, free of charge, a statement once every calendar quarter showing you the value of each of your Plan investment options. This statement will also remind you about the importance of diversifying your investments and about certain limits on your ability to switch Plan investments.

SPD is a summary - This SPD describes only the highlights of the Plan and it does not attempt to cover all details. These are contained in the Plan Document which legally governs the Plan and which is controlling in the event of a conflict between this SPD and the provisions of the Plan.

Prudent actions by plan fiduciaries - In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA.

Enforce your rights - If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decisions without charge, and to appeal any denial, all within certain time schedules. See Section 8, "What are the claims and appeals procedures?" above for details.

Under ERISA, there are steps you may take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day (as may be adjusted for inflation) until you receive the materials, unless the materials were not sent for reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court after you have exhausted the procedures referred to above, in the section titled "What are the claims and appeals procedures?" In addition, if you disagree with the Plan's decision, or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the party you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

No employment rights - The Plan is intended to provide benefits for eligible employees of the Company. Participation in the Plan is not intended to confer, nor should it be interpreted as conferring, employment rights on any individual.

Assistance with your questions - If you have any questions about your Plan, you should submit inquiries in the manner referred to throughout this SPD. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration (EBSA), U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (EBSA).