As Filed with the Securities and Exchange Commission on May 4, 2021

Registration No. 333-255345

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

AMENDMENT NO. 2 TO FORM S-1 REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

Enact Holdings, Inc.

(Exact name of registrant as specified in its charter)

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

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

Evan Stolove
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8325 Six Forks Road
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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

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

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

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Shares to be Registered[1]	Proposed Maximum Offering Price[2]	Proposed Maximum Aggregate Offering Price[1][2]	Amount of Registration Fee[3]
Common Stock, par value $0.01 per share	$ 25,962,560	$ 24.00	$ 623,101,440	$ 67,981.00

(1) Includes additional shares that the underwriters have the option to purchase to cover over-allotments.
(2) Estimated solely for the purpose of calculating the amount of the registration fee in accordance with Rule 457(a) under the Securities Act of 1933, as amended.
(3) The Registrant previously paid $10,910 in connection with a prior filing of this Registration Statement.

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

EXPLANATORY NOTE

On May 3, 2021, Enact Holdings, Inc., the registrant whose name appears on the cover of this registration statement, amended and restated its certificate of incorporation to change its name from Genworth Mortgage Holdings, Inc.

The information in this preliminary prospectus is not complete and may be changed. The selling stockholder may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state or other jurisdiction where the offer or sale is not permitted.

Subject to Completion. Dated May 4, 2021.

22,576,140 Shares

Enact Holdings, Inc.

Common Stock

This is the initial public offering of shares of our common stock. The selling stockholder named in this prospectus is offering 22,576,140 shares of our common stock. We will not be selling any shares in this offering and will not receive any proceeds from the sale of our common stock by the selling stockholder.

Prior to this offering, there has been no public market for our common stock. We expect the initial public offering price to be between $20.00 and $24.00 per share. We have applied to list our common stock on the Nasdaq Global Select Market ("Nasdaq") under the symbol "ACT."

After giving effect to this offering, Genworth Financial, Inc. ("Parent"), the parent of our direct parent and the selling stockholder in this offering, Genworth Holdings, Inc. ("GHI" or the "selling stockholder"), and our ultimate controlling entity, will continue to own, through GHI, more than a majority of the total voting power of our common stock. Accordingly, we will be a "controlled company" within the meaning of the Nasdaq rules.

Certain investment vehicles managed by Bayview Asset Management, LLC ("Bayview") have agreed to purchase 4,000,000 shares of our common stock from the selling stockholder at a price per share equal to the initial public offering price per share less the underwriting discount per share set forth in the table below in a private placement (the "Concurrent Private Placement"). The Concurrent Private Placement is expected to close immediately following the closing of this offering and is subject to customary closing conditions, including the completion of this offering at a price per share within the range set forth above.

We are an "emerging growth company" as that term is used in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") and under applicable Securities and Exchange Commission (the "SEC") rules and, have elected to comply with certain reduced public company reporting requirements for this prospectus.

Investing in our common stock involves risks. See "Risk Factors" beginning on page 24 of this prospectus.

Neither the SEC nor any state securities commission or other regulatory body has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Share	Total
Initial public offering price	$	$
Underwriting discount (1)	$	$
Proceeds, before expenses, to the selling stockholder	$	$

(1) See "Underwriting" for a detailed description of compensation payable to the underwriters.

The selling stockholder has granted the underwriters an option to purchase, within 30 days of the date of this prospectus, up to 3,386,420 additional shares, at the public offering price, less the underwriting discount.

At our request, the underwriters have reserved up to 1,128,807 shares of the common stock for sale at the public offering price to certain of our and our Parent's directors, officers and key employees through a directed share program. See "Underwriting—Directed Share Program."

The shares will be ready for delivery on or about , 2021.

Lead Book-Running Managers

J.P. Morgan | **Goldman Sachs & Co. LLC**

Joint Book-Running Managers

BofA Securities | Credit Suisse

Co-Managers

Citigroup | Deutsche Bank Securities | Keefe, Bruyette & Woods *A Stifel Company* | BTIG | Dowling & Partners Securities LLC

The date of this prospectus is , 2021.

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You should rely only on the information contained in this prospectus or in any free writing prospectus that we authorize to be delivered to you. None of we, the selling stockholder or the underwriters have authorized anyone to provide you with additional or different information. If anyone provides you with additional, different or inconsistent information, you should not rely on it. This prospectus is an offer to sell only the common stock offered hereby, and only under circumstances and in jurisdictions where it is lawful to do so. You should assume the information contained in this prospectus and any free writing prospectus we authorize to be delivered to you is accurate only as of the date or dates specified in those documents. Our business, results of operations or financial condition may have changed since those dates.

For investors outside the United States: None of we, the selling stockholder or the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the common stock and the distribution of this prospectus outside the United States.

Unless otherwise indicated, all references in this prospectus to the number and percentages of common stock:

- reflect the initial public offering price of $22.00 per share, which is the midpoint of the price range set forth on the cover of this prospectus;
- reflects the recapitalization and exchange of our existing common stock, par value $0.01, whereby the selling stockholder exchanged the 100 shares of common stock owned by it, representing all of our issued and outstanding capital stock, in exchange for 162,840,000 newly-issued shares of common stock, par value $0.01 (the “Share Exchange”), which was effectuated on May 3, 2021; and
- assume no exercise of the underwriters’ option to purchase up to 3,386,420 additional shares of common stock to cover over-allotments.

INDUSTRY AND MARKET DATA

We obtained the industry, market and competitive position data throughout this prospectus from (i) our own internal estimates and research, (ii) industry and general publications and research, (iii) studies and surveys conducted by third parties and (iv) other publicly available information. Independent research reports and industry publications generally indicate that the information contained therein was obtained from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While we believe that the information included in this prospectus from such publications, research, studies, and surveys is reliable, neither we, the selling stockholder nor the underwriters have independently verified data from these third-party sources. In addition, while we believe our internal estimates and research are reliable and the definitions of our market and industry are appropriate, neither such estimates and research nor such definitions have been verified by any independent source. Furthermore, certain reports, research and publications from which we have obtained industry and market data that are used in this prospectus had been published before the outbreak of the coronavirus pandemic ("COVID-19") and therefore do not reflect any impact of COVID-19 or actions or inactions by any governmental entity or private party resulting therefrom on any specific market or globally. Forward-looking information obtained from these sources is subject to the same qualifications and the additional uncertainties as the other forward-looking statements in this prospectus.

BASIS OF PRESENTATION AND NON-GAAP MEASURES

Historical Financial Statements

This prospectus includes our audited consolidated financial statements and related notes for the years ended December 31, 2020 and December 31, 2019. These financial statements are presented on the basis of United States generally accepted accounting principles ("U.S. GAAP"). The consolidated financial statements include the accounts of Enact Holdings, Inc. ("EHI"), its subsidiaries and those entities required to be consolidated under U.S. GAAP. EHI has been a wholly owned subsidiary of the Parent since its incorporation in Delaware in 2012. On November 29, 2019, the Parent completed a holding company reorganization whereby the Parent contributed 100% of the issued and outstanding voting securities of EHI to GHI. Post-contribution, EHI is a direct, wholly owned subsidiary of GHI, and GHI is still a direct, wholly owned subsidiary of the Parent.

These consolidated financial statements and related notes have been prepared on a standalone basis and were derived from the consolidated financial statements and accounting records of our Parent. The consolidated financial statements include our assets, liabilities, revenues, expenses and cash flows. All intercompany transactions and balances have been eliminated.

The consolidated financial statements include allocations of certain of our Parent's expenses. We believe the assumptions and methodologies underlying the allocation of these expenses are reasonable. The allocated expenses relate to various services that have historically been provided to us by our Parent, including investment management, information technology services and certain administrative services (such as finance, human resources, employee benefit administration and legal). These allocations were made on a direct usage basis when identifiable, with the remainder allocated on the basis of equity, proportional effort or other relevant measures. See Note 11 to our audited consolidated financial statements for further information regarding the allocation of certain of our Parent's expenses.

Fiscal Period

We operate on a fiscal year ending December 31 of each year.

Non-GAAP Financial Measures

In addition to our U.S. GAAP operating results, we use adjusted operating income as a performance measure when planning, monitoring and evaluating our performance. Adjusted operating income is a non-U.S. GAAP ("non-GAAP") financial measure, and we find it to be a useful metric for management and investors to facilitate operating performance comparisons from period-to-period by excluding differences caused by our net investment gains (losses) and changes in the fair value of our previously held investment in Genworth MI Canada Inc. ("Genworth Canada"). While we believe that this non-GAAP financial measure is useful in evaluating our business, this information should be considered as supplemental in nature and is not meant as a substitute for net income recognized in accordance with U.S. GAAP or other measures of profitability. We believe that this non-GAAP financial measure reflects our ongoing business in a manner that allows for meaningful period-to-period comparisons and analysis of trends in our business in conjunction with such data. In addition, other companies, including our peers, may calculate similar non-GAAP financial measures, such as adjusted operating income differently, reducing their usefulness as comparative measures between companies.

In reporting non-GAAP financial measures in the future, we may make other adjustments for expenses and gains we do not consider reflective of core operating performance in a particular period. After this offering, we may disclose other non-GAAP financial measures if we believe that such a presentation would be helpful for investors to evaluate our operating and financial condition by including additional information. For further information, please see the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Use of Non-GAAP Financial Measures."

TRADEMARKS AND TRADE NAMES

On May 3, 2021, Genworth Mortgage Holdings, Inc. amended and restated its certificate of incorporation to change its name to Enact Holdings, Inc.

We own or have rights to trademarks or trade names that we use in conjunction with the operation of our business. Our name, logo and registered domain names are our proprietary service marks or trademarks. Each trademark, trade name or service mark by any other company appearing in this prospectus belongs to its holder. Solely for convenience, the trademarks, service marks, trade names and copyrights referred to in this prospectus are listed without the SM, ©, ® and TM symbols, but we will assert, to the fullest extent under applicable law, our rights to these trademarks, service marks, trade names and copyrights.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before investing in our common stock. You should carefully read this prospectus in its entirety before making an investment decision. In particular, you should read the sections entitled "Risk Factors" beginning on page 24, "Management's Discussion and Analysis of Financial Condition and Results of Operations" beginning on page 84 and the audited consolidated financial statements and notes thereto for the years ended December 31, 2020 and 2019 and other financial information included elsewhere in this prospectus. As used in this prospectus, unless the context otherwise indicates, any reference to "our company," "the company," "us," "we" and "our" refers to EHI together with our consolidated subsidiaries.

Unless otherwise indicated, the information included in this prospectus assumes (1) the sale of our common stock in this offering at the initial public offering price of $22.00 per share of common stock, which is the midpoint of the price range set forth on the cover of this prospectus, (2) reflects the recapitalization and exchange of our existing common stock, par value $0.01, whereby the selling stockholder exchanged the 100 shares of common stock owned by it, representing all of our issued and outstanding capital stock, in exchange for 162,840,000 newly-issued shares of common stock, par value $0.01, and which was effectuated on May 3, 2021 and (3) that the underwriters have not exercised their option to purchase up to 3,386,420 additional shares of common stock.

In this prospectus, we make certain forward-looking statements, including expectations relating to our future performance. These expectations reflect management's view of our prospects and are subject to the risks described under "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements and Market Data" in this prospectus. Our expectations of our future performance may change after the date of this prospectus and there is no guarantee that such expectations will prove to be accurate.

Overview

We are a leading private mortgage insurance company serving the United States housing finance market since 1981 with a mission to help people buy a house and keep it their home. We operate in all 50 states and the District of Columbia and have a leading platform based on long-tenured customer relationships with mortgage lenders, underwriting excellence and prudent risk and capital management practices. We believe our operating and technological capabilities ensure a superior customer experience and drive new business volume at attractive risk-adjusted returns. For the full years ended December 31, 2020, 2019, 2018, 2017 and 2016 we generated new insurance written ("NIW") of $99.9 billion, $62.4 billion, $40.0 billion, $38.9 billion and $42.7 billion, respectively. Our market share for the same periods was approximately 16.6%, 16.3%, 13.7%, 14.5% and 15.9%, respectively, having grown from 12.0% in 2012. Net income was $370 million and $678 million in 2020 and 2019, respectively. Adjusted operating income was $373 million and $562 million for 2020 and 2019, respectively. Our 2020 results of operations were impacted by increased loss reserves related to COVID-19.

As a private mortgage insurer, we play a critical role in the United States housing finance system. We provide credit protection to mortgage lenders and investors, covering a portion of the unpaid principal balance of mortgage loans where the loan amount exceeds 80% of the value of the home ("Low-Down Payment Loans"). Our credit protection frequently provides families access to homeownership sooner than would otherwise be possible. We facilitate the sale of mortgages to the secondary market, including to the Federal National Mortgage Association ("Fannie Mae") and the Federal Home Loan Mortgage Corporation ("Freddie Mac," and together with Fannie Mae, the government sponsored enterprises, or "GSEs") and private investors, and protect the balance sheets of mortgage lenders that retain mortgages in their portfolios. Credit protection and liquidity through secondary market sales allow mortgage lenders to increase their lending capacity, manage risk and expand financing access to prospective homeowners, many of whom are first time homebuyers ("FTHBs").

We have a large and diverse customer base. As a result of our long-standing presence in the industry, we have built and maintained enduring relationships across the mortgage origination market, including with national banks, non-bank mortgage lenders, local mortgage bankers, community banks and credit unions. In both 2019 and 2020, we provided new insurance coverage to approximately 1,800 customers, including 19 of the top 20 mortgage lenders as measured by total 2019 and 2020 mortgage originations (according to *Inside Mortgage Finance*).

We have a rigorous approach to writing new insurance risk based on decades of loan-level data and experience in the mortgage insurance industry. We believe we have a strong balance sheet that is well capitalized to manage through macroeconomic uncertainty and maintain compliance with the GSEs' capital and operational standards known as the Private Mortgage Insurance Eligibility Requirements ("PMIERs"), and state regulatory standards compliance. We have enhanced our balance sheet in recent years as we transformed our business model from a "buy and hold" strategy to an "acquire, manage and distribute" approach through our credit risk transfer ("CRT") program. We utilize our CRT program to mitigate future loss volatility and drive efficient capital management. Our CRT program is a material component of our strategy and we believe it helps to protect future business performance and stockholder capital under stress scenarios by transferring risk from our balance sheet to highly-rated counterparties or to investors through collateralized transactions. As of December 31, 2020, we had a published PMIERs sufficiency ratio of 137%, representing $1,229 million of available assets above the published PMIERs requirement and approximately 94% of our insured portfolio was covered by our CRT program. Our PMIERs sufficiency ratio, which is based on the published requirements applicable to private mortgage insurers, was above the requirement imposed by the GSE Restrictions (as defined below) that required us to maintain a PMIERs sufficiency ratio of 115% in 2020.

Market Opportunities

The demand for mortgage insurance is strong and has remained resilient even in the face of the COVID-19 pandemic providing us with significant continued opportunities to write attractive, profitable new business. Record low interest rates and strong underlying demographics have provided tailwinds to the overall housing market, resulting in record levels of NIW. Certain positive trends, such as a growing FTHB population and accommodative monetary policy were observed even prior to the COVID-19 pandemic, and we expect them to persist. Throughout 2020 and continuing in early 2021, the immediate and sizeable application of government stimulus and forbearance availability along with other government programs have provided key support to the housing market throughout the COVID-19 pandemic. For the full year 2020, industry NIW was $600 billion, up 56% compared with the full year 2019.

In addition to the benefits from the strong demand for mortgage insurance, over the last decade, regulatory reforms and new industry practices have significantly improved the mortgage insurance industry's risk profile. Further, insured loans have experienced rising home prices since the third quarter of 2011, thus increasing borrower equity and improving the risk profile since origination. The quality of new mortgages originated in the United States and insured by the mortgage insurance industry over the last decade is of significantly higher credit quality than in the prior decade, and we believe the industry's use of CRT alternatives will reduce loss volatility when stress defaults emerge. Additionally, the industry has shifted towards granular risk-based pricing models and new business has been priced at attractive risk-adjusted rates. We believe that we are well-positioned to benefit from these continuing trends and will be able to write a significant volume of highly attractive new business.

- **Resilient housing market.** We believe that recent data supports continued optimism in the resilience of the United States housing market that has resulted in recent record levels of industry NIW:
    - *Affordability and interest rates:* Housing affordability promotes new mortgage originations and growing homeownership rates, particularly among FTHBs, which is a positive for our new business volumes. Rates for 30-year mortgages fell by just over two percentage points from the end of 2018 to the fourth quarter of 2020. Interest rates decreased over the course of

2020, as average rates on 30-year mortgages fell to 2.76% in the fourth quarter of 2020 from 3.52% in the first quarter of 2020. The National Association of Realtors Housing Affordability Index, which measures the ability of the median income homebuyer to make mortgage payments on the median-priced United States home, increased to 170 in December 2020 from 158 in 2017. The 30-year mortgage rate has increased to above 3% more recently according to Inside Mortgage Finance, but remains at historically low levels.

- *Housing prices:* Housing prices in the United States have remained resilient through the COVID-19 pandemic, which has helped maintain strong consumer confidence in the housing market. Housing prices nationally increased 11.4% year-over-year in December 2020 according to the Federal Housing Finance Agency ("FHFA") House Price Index for home purchase loans, illustrating the continued strength and resiliency of the housing market. Among other drivers, housing prices have been supported by an ongoing low supply of homes for sale in many parts of the country.

- *Demographics:* Four to five million Americans per year are expected to reach the median FTHB age between 2020 and 2021, which is 33 years old according to the National Association of Realtors 2019 Buyer and Seller Survey. The rate at which FTHBs are entering the housing market is expected to drive an increased demand for homeownership relative to historical periods, as the number of projected new entrants to the FTHB population in 2021 is approximately 13% higher than the comparable figure in 2011 according to the United States Census Bureau. During 2020, FTHBs purchased 2.4 million homes, 14% more than in 2019. The fourth quarter of 2020 saw approximately 657,000 homes purchased by FTHBs, up 26% compared to the fourth quarter of 2019. During the fourth quarter of 2020, the percentage of home sales to FTHBs was 40%, an increase of 0.3 percentage points from the third quarter. The rate of homeownership showed a seasonal decline in the fourth quarter of 2020 to 65.8% but remained 0.7 percentage points higher than the same period in 2019. We expect these demographic forces to remain strong as the COVID-19 pandemic is an additional driver for demand in homeownership in an environment that has become more accepting of work-from-home arrangements.

- *New mortgage originations:* Despite macroeconomic uncertainties related to the COVID-19 pandemic, purchase applications were 11% higher for 2020 compared to 2019 and experienced year-over-year gains every week starting from June, according to the Mortgage Bankers Association ("MBA"). Purchase applications were 24% higher for the fourth quarter of 2020 compared to the same quarter in 2019.

- Given the current economic environment, the MBA projects that purchase originations will continue to grow from $1.4 trillion in 2020 to approximately $1.6 trillion for 2022, while Fannie Mae expects $1.8 trillion in purchase originations in 2022.

- *Forbearance:* As a result of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and other government and GSE policies enacted in response to the COVID-19 pandemic, borrowers broadly have had access to forbearance and foreclosure moratoria programs that allow borrowers to remain in their homes and delay principal and interest payments for up to 18 months. We believe that these programs have contributed to the positive trends in the housing market as they allow many borrowers to navigate the current crisis, remain in their homes, subsequently become current on their mortgages as the economy improves and ultimately resume making regular mortgage payments. Given that mortgage insurance claims are not paid until after foreclosure proceedings conclude, resumption of payments by borrowers would reduce our actual loss exposure. In the wake of the COVID-19 pandemic, forbearance rates peaked at 7.1% as of May 26, 2020 and have since steadily declined according to data provided by Black Knight Inc. ("Black Knight"). As of March 9, 2021, 3.1% of all GSE mortgages were in forbearance according to Black Knight.

- **Sustained strong credit quality within the United States housing system.** The high-quality nature of underlying mortgages in recent years is the result of improved risk analytics, stronger loan manufacturing quality controls, risk-based capital ("RBC") rules and the regulatory implementation of the Qualified Mortgage ("QM") provisions. Additionally, changes within the private mortgage insurance industry such as PMIERs operational requirements and the adoption of more granular risk-based pricing models have enabled the private mortgage insurance industry to underwrite the risks they accept in their insurance portfolio based on more granular data. Over the past decade, the average Fair Isaac Corporation ("FICO") score on all mortgage loans originated in the United States and sold to the GSEs was 752, compared to 718 for the period from 2005 through 2008, based on data from the GSEs. As a result, we believe the industry is insuring loans from borrowers who should be better positioned to meet their mortgage obligations, which should translate into fewer claims for the mortgage insurance industry. Additionally, the credit quality of new business written since the onset of COVID-19 has remained strong. The industry's NIW mix of above-740 FICO borrowers held constant at 63% to 65% throughout 2020. Similarly, the mix of below-680 FICO borrowers remained constant at 4% throughout 2020.

- **The increasing availability and attractiveness of risk transfer alternatives has improved the industry's risk profile.** Since 2015, private mortgage insurers have used CRT alternatives to reinsure or otherwise transfer risk to third parties. The industry uses both traditional reinsurance as well as mortgage insurance-linked notes ("MILNs"). According to U.S. Mortgage Insurers, as of October 2020 private mortgage insurers have transferred approximately $29 billion of risk to traditional reinsurers through quota share ("QS") and excess-of-loss ("XOL") transactions and transferred almost $12.3 billion of risk to the capital markets through MILN transactions since 2015.

  Private mortgage insurers have generally utilized CRT as both a capital management tool and a programmatic approach to mitigate future loss volatility and they have transformed from a "buy and hold" strategy to an "acquire, manage and distribute" approach. We believe that the adoption of these practices in the industry will reduce the capital and loss volatility that historically impacted the sector during economic downturns, at an attractive cost, generating higher returns through the cycle for the industry.

- **Strong private mortgage insurance penetration in the insured purchase mortgage market.** Private mortgage insurance has increased penetration as a result of the introduction of new GSE products designed to serve Low-Down Payment Loan borrowers and more competitive pricing by private mortgage insurers relative to the Federal Housing Administration ("FHA"). In 2020, the FHA insured 26% of all new Low-Down Payment Loan originations with private mortgage insurance insuring 52%. Also, in 2018 and 2019, private mortgage insurance helped to finance more FTHBs than the FHA. We believe there may be additional opportunities for private mortgage insurers to increase market share by providing risk and capital relief for lender portfolios and loans supporting private mortgage-backed securities ("MBS").

Our Strengths

We believe that the following competitive strengths have supported our success to-date and provide a strong foundation for our future financial performance:

- **Well-established, diversified customer relationships driven by our differentiated value proposition.** We have long-standing and enduring relationships with approximately 1,800 active customers across the mortgage origination market, including with national banks, non-bank mortgage lenders, local mortgage bankers, community banks and credit unions. Approximately 92% of our NIW in 2020 was from customers who have submitted loans to us every year since 2016.

- We offer competitive pricing combined with targeted services that distinguish us from our competitors. We reach our customers through our dynamic sales model, which combines high-touch, in-person customer visits with more scalable tele-sales and digital marketing methods. Our approach allows us to offer our products, tools, and solutions effectively and efficiently, providing a superior customer experience, including:

    - *Best-in-class underwriting platform:* We believe our investments in technology, service and training have distinguished our underwriting services. We were the first mortgage insurer to broadly introduce service level commitments to meet customer needs for expedited underwriting services, and we continue to innovate through differentiated offerings that drive both an excellent customer experience and improved efficiency for us. Our scalable underwriting platform has a proven ability to handle spikes in volume while continuing to achieve customer service level expectations. In a blind survey of mortgage lenders conducted by Knowledge Systems & Research, Inc. ("KS&R"), we were rated as "best-in-class" for mortgage insurance underwriting in 2016, 2017 and 2018, the last three years in which the survey was conducted.

    - *Customer ease-of-use:* Our online tools integrate with all leading mortgage technology platforms, allowing our customers to select our products directly within their own system architecture, creating a more efficient way to choose and use our products. In addition, we maintain an award-winning ordering and rate quote website.

    - *Customer growth support:* We support our customers' growth objectives with a wide variety of training programs. We also provide unique offerings, including strategy and process consulting services and differentiated borrower-centric products.

- **Large portfolio of insurance in-force.** As of December 31, 2020, we had $208 billion insurance in-force ("IIF") as compared to $182 billion as of December 31, 2019. Since January 1, 2019, we have generated $162 billion of NIW with an average market share of 16.5% and have grown our IIF 32% over the same time period. The growth in our IIF has resulted in premiums earned growing from $857 million for the twelve months ended December 31, 2019 to $971 million for the twelve months ended December 31, 2020. We believe our portfolio has significant embedded value potential and creates a strong foundation for future premiums.

- **Risk analytics and underwriting drive strong underlying credit quality of insurance portfolio.** We believe we have a very strong approach to onboarding risk backed by decades of loan-level performance data and experience in the mortgage insurance industry. We ensure that the underlying credit quality of our insured mortgage portfolio meets our risk and profitability framework. In order to underwrite new policies, we utilize a proprietary risk analytics model, One Analytical Framework, to target loans within our risk appetite with an appropriate price. This framework leverages our unique data set, which contains decades of mortgage performance across various market conditions to develop quantitative assessments of the probability of default, severity of loss and expected volatility on each insured loan. Additionally, all loans pass through our eligibility rules engine to screen out those loans that fall outside of our guidelines.

  We perform rigorous analytics to evaluate the risk characteristics of our portfolio. We analyze the cumulative layered risks, which includes factors like the loan-to-value ("LTV"), FICO, debt-to-income ratio ("DTI Ratio") and occupancy type, in each loan. Our models can assess the effect of such layered risks and the weight of each risk factor to determine the volatility of losses. The information is used to drive our risk appetite and pricing at a loan level. For example, we actively manage the number of loans with LTV greater than 95% that also have FICO scores of less than 680 ("High-Risk Loans") and have additional high risk layers, including single borrower, DTI Ratio of greater than 45%, cash-out refinances or are investor-owned properties (each a "Risk Layer," and collectively, "Risk Layers"). Among our High-Risk Loans as of December 31, 2020, none of our risk in-force ("RIF") had three or more Risk Layers, 0.3% of our RIF had two Risk Layers,

1.0% of our RIF had one Risk Layer and 0.8% of our RIF had no Risk Layers. For our NIW for the year ended December 31, 2020, none of our High-Risk Loans had two or three Risk Layers, .04% of our High-Risk Loans had one Risk Layer and .03% of our High-Risk Loans had no Risk Layers.

The equity position of many borrowers in our portfolio provides additional strength and may support fewer borrowers defaulting and resulting in a mortgage insurance claim. As of March 31, 2021 and December 31, 2020, respectively, approximately 90% and 86% of our delinquent policies-in-force ("PIFs") and 79% and 75% of all PIFs have a mark to market LTV of less than or equal to 90%. For the same periods, approximately 56% and 52% of our delinquent PIFs and 38% of all PIFs have a mark to market LTV of less than or equal to 80%. With so many borrowers having significant equity in their home, we believe this provides an additional risk mitigant as borrowers will work to maintain their equity and avoid foreclosure.

- **Comprehensive risk management and CRT philosophy.** Beyond our approach for underwriting and onboarding a portfolio that aligns with our risk appetite, we also conduct quarterly stress testing on the portfolio to determine the impact of various stress events on our performance. The result of those tests and our desire to reduce loss volatility and protect our capitalization inform our CRT strategy.
    - Our CRT strategy is designed to reduce the loss volatility of our portfolio during stress scenarios by transferring risk from our balance sheet to highly-rated counterparties or to investors through collateralized transactions. Additionally, in normal market conditions, we believe our CRT program enhances our return profile. We customize our CRT transactions based on a variety of factors including, but not limited to, capacity, cost, flexibility, sustainability and diversification.
    - Since 2015, we have executed CRT transactions on $2.5 billion of RIF across both traditional reinsurance arrangements and MILN transactions through December 31, 2020. We believe that our ability to access both markets allows us to optimize cost of capital, provides counterparty diversification and minimizes warehousing risk through the use of forward commitments with traditional reinsurance partners.
    - As of December 31, 2020, 94% of our RIF is covered under our current CRT program, and we estimate our book year reinsurance transactions generally begin transferring losses at an approximate 30% to 35% lifetime book year loss ratio and extend up to an approximate 60% to 70% lifetime book year loss ratio at current pricing assumptions and depending on our co-participation level within the reinsurance tier. As of December 31, 2020, we maintain $1.4 billion of reinsurance protection outstanding on our 2009 to 2020 book years, providing $936 million of PMIERs capital support, which does not include the $495 million transaction with Triangle Re 2021-1 Ltd. ("Triangle Re 2021-1") completed on March 2, 2021 or the $303 million transaction with Triangle Re 2021-2 Ltd. ("Triangle Re 2021-2") completed on April 16, 2021. See "Business—Credit Risk Transfer." We plan to continue to utilize CRT transactions to effectively manage our through-the-cycle risk and return profile.
- **Strong capitalization driven by prudently managed balance sheet.** We are a strongly capitalized counterparty. As of December 31, 2020, we had total U.S. GAAP stockholder equity of $3.9 billion and a PMIERs sufficiency ratio of 137%, representing $1,229 million of available assets above the published PMIERs requirements. The PMIERs sufficiency ratio is based on the published requirements applicable to private mortgage insurers and does not give effect to the GSE Restrictions. Our mortgage insurance subsidiaries had total statutory capital and surplus of $4.0 billion as of December 31, 2020. Our combined statutory risk-to-capital ("RTC") ratio at the same date was 12.1:1, well below the North Carolina Department of Insurance ("NCDOI") regulatory maximum of 25:1.

- **Dynamic leadership team with through-the-cycle experience and a proven track record of delivering results.** Our executive leadership team has significant experience in mortgage insurance and housing finance, with a proven track record of risk management, financial success and leadership through-the-cycle.
    - Our executive management team has an average of 27 years of relevant industry experience, and an average tenure in the mortgage insurance industry of 14 years.
    - Our team has executed through-the-cycle while facing multiple headwinds, including macroeconomic conditions, changing capital regimes, ratings disparity to competitors and challenges faced by our Parent.
    - Our intentional focus on reinforcing, recognizing and rewarding our values of Excellence, Improvement and Connection has driven high employee engagement and has been recognized externally at both the local and industry levels, including the Triangle Business Journal Best Places to Work and MBA Diversity & Inclusion award programs.
    - We believe our executive management team has the right combination of client-facing, underwriting, risk and leadership skills necessary to drive our long-term success.

Our Strategy

Our objective is to leverage our competitive strengths to maximize value for our stockholders by driving profitable market share, maintaining our strong capital levels and earnings profile and delivering attractive risk-adjusted returns:

- **Continue to write profitable new business.** Over the course of the past year, since the onset of the COVID-19 pandemic, we wrote significant NIW of higher-credit quality and at higher pricing. We now believe that the resilience of the housing market, which is supported by historically low interest rates and strong underlying demographics, will continue to provide a positive backdrop for us to maintain writing new business at an attractive return.
- **Protect our balance sheet by maintaining strong capital levels, robust underwriting standards and prudently managing risk.** We understand the importance of our balance sheet strength to our customers and intend to continue to serve as a high-quality counterparty. We use One Analytical Framework to evaluate returns and volatility, applying both an external regulatory lens and an economic capital framework that is sensitive to current housing market cycles relative to historical trends. The results of these analyses inform our risk appetite, credit policy and targeted risk selection strategies, which we primarily implement through our proprietary pricing engine, GenRATE. We work to protect future business performance and stockholder capital under stress scenarios with a programmatic CRT program, including traditional XOL reinsurance and MILNs. Our CRT program has helped transform our business model from a “buy and hold” strategy to an “acquire, manage and distribute” approach. We believe the comprehensive rigor of our underwriting and risk management policies and procedures allows us to prudently manage and protect our balance sheet.
- **Maintain existing relationships and develop new relationships by driving differentiated value and experience.** We offer our customers a unique value proposition and an experience tailored to their needs, with expedited, quality underwriting and fair and transparent claims handling practices. Our dynamic sales model serves customers from all segments, including high-touch national accounts, regional accounts where a localized presence is necessary and a scalable tele-sales model to efficiently reach our full suite of customers. We intend to leverage our strengths in these areas to continue serving our existing customer base while also establishing new relationships.

- **Strategically invest in technologies and capabilities to drive operational excellence across our business.** Our investments in underwriting, risk management, data analytics and customer technology have both optimized our business and improved our customers' experience. We plan to continue to invest in solutions that keep us at the forefront of technological advancements, fostering efficiency and helping to secure new customers.

- **Prudent capital management to maximize stockholder value.** Our capital management approach is to maximize value to our stockholders by prioritizing the use of our capital to (i) support our existing policyholders; (ii) grow our mortgage insurance business; (iii) fund attractive new business opportunities; and (iv) return capital to stockholders. When evaluating a potential return of capital to stockholders, we prudently evaluate the prevailing and future macroeconomic conditions, business performance and trends, regulatory requirements, any applicable contractual or similar restrictions and PMIERs sufficiency. Given our current views of the regulatory and macroeconomic environment, including the decline of forbearance related activity, management intends to seek regulatory and board approval to initiate the return of excess capital, including the initiation of a regular common dividend as soon as 2022. Any future dividend determination will be made by our board, and will be subject to a number of factors described under "Dividend Policy" below.

- **Continue to remain engaged with the regulatory landscape and promote the importance of the private mortgage insurance industry.** We believe the private mortgage insurance industry plays a critical role in the success of the United States housing market. We have a government and industry affairs team who play a leadership role across the mortgage insurance industry to monitor the landscape and stay apprised of new and potential developments that could impact mortgage insurance. We have strong relationships with the GSEs, the key federal government agencies and various other regulatory bodies and industry associations who are important to the housing ecosystem and we actively work to provide input on outcomes of key legislation and regulation. We also maintain consistent dialogue with state insurance regulators. We intend to continue to support the role of a stable and competitive private mortgage insurance industry and a well-functioning United States housing finance system.

Our Parent and Principal Stockholder

Our Parent currently owns all of the shares of our common stock indirectly through GHI. GHI, the sole selling stockholder in this offering, is selling 22,576,140 shares (or 25,962,560 shares if the underwriters exercise in full their option to purchase additional shares) of our common stock in this offering. Following this offering, our Parent will own approximately 83.7% (or approximately 81.6% if the underwriters exercise in full their option to purchase additional shares) of our outstanding common stock indirectly through GHI. Our Parent will therefore control a majority of the total voting power of our common stock. As a result, our Parent generally will be able to determine the outcome of corporate actions requiring majority stockholder approval, including, for example, the election of directors and the amendment of our certificate of incorporation and bylaws. Our Parent may also have interests that differ from yours and may vote in a way with which you disagree and which may be adverse to your interests. In addition, we will be a "controlled company" within the meaning of the Nasdaq rules, and intend to rely on certain "controlled company" exemptions from certain corporate governance requirements. For additional information regarding the exemptions on which we intend to rely, see "Management—Controlled Company" and "Risk Factors—General Risk Factors—We will be a 'controlled company' within the meaning of the Nasdaq rules and we will qualify for exemptions from certain corporate governance requirements." For additional information regarding our Parent's ability to control the outcome of matters put to a stockholder vote and potential conflicts of interest, see "Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—Our Parent will be able to exert significant influence over us and our corporate decisions." and "Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—Conflicts of interest and other disputes may arise between our Parent and us that may be resolved in a manner unfavorable to us and our other stockholders."

In connection with this offering, we and our Parent and certain of our Parent's other subsidiaries intend to enter into agreements that will provide a framework for our ongoing relationship with our Parent. For example, following this offering and for so long as our Parent continues to beneficially own 50% or more of our outstanding common stock, our Parent will have the right to nominate the majority of our directors. For additional information regarding these agreements, see "Certain Relationships and Related Party Transactions—Relationship with Our Parent."

We depend on our Parent for certain services and are exposed to certain risks as a result of our relationship with our Parent. Our Parent also has substantial leverage, depends on us as a source of liquidity and is subject to the GSE Conditions (as defined below) which impose restrictions on our use of capital. However, we believe a potential benefit of this offering is the possibility of an improvement in the ratings assigned to us by one or more nationally recognized ratings agencies. See "Risk Factors—Risks Relating to Our Business—Adverse rating agency actions have resulted in a loss of business and adversely affected our business, results of operations and financial conditions, and future adverse rating agency actions could have a further and more significant impact on us," "Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—Our reputation and ratings could be affected by issues affecting our Parent in a way that could materially adversely affect our business, financial condition, liquidity and prospects," "Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—Our Parent's indebtedness and potential liquidity constraints may negatively affect us," "Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—The AXA Settlement may negatively affect our ability to finance our business with additional debt, equity or other strategic transactions" and "Risk Factors—Risks Relating to Our Business—If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition."

In addition to us, our Parent owns an international mortgage insurance business located in Mexico and has a minority investment in a mortgage guarantee business in India, each separate from our business. In April 2021, we entered into an agreement to purchase our Parent's minority ownership interest in the mortgage guarantee business in India for a cash purchase price that is not material to us. The closing of the transaction is subject to customary closing conditions, including receipt of any required regulatory approvals. Our Parent also owns other insurance subsidiaries that provide long-term care and life insurance in the United States.

Concurrent Private Placement

We and the selling stockholder have entered into a stock purchase agreement with Bayview, pursuant to which Bayview has agreed to purchase 4,000,000 shares of our common stock from the selling stockholder at a price per share equal to the initial public offering price per share less the underwriting discount per share set forth on the cover page of this prospectus in the Concurrent Private Placement. The Concurrent Private Placement is expected to close immediately following the closing of this offering and is subject to customary closing conditions, including the completion of this offering at a price per share within the range set forth on the cover page of this prospectus. None of the shares of our common stock to be sold in the Concurrent Private Placement will be registered and sold in this offering. We will not receive any proceeds from the sale of shares of our common stock by the selling stockholder in the Concurrent Private Placement.

Summary Risk Factors

An investment in our common stock involves numerous risks described in the section entitled “Risk Factors” and elsewhere in this prospectus. You should carefully consider these risks before making an investment in our common stock. Key risks include, but are not limited to, the following:

- The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines, and other actions taken by governmental authorities in response to the pandemic.
- If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs’ interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition.
- A deterioration in economic conditions or a decline in home prices may adversely affect our loss experience.
- We establish loss reserves when we are notified that an insured loan is in default, based on management’s estimate of claim rates and claim sizes, which are subject to uncertainties and are based on assumptions about certain estimation parameters that may be volatile. As a result, the actual claim payments we make may materially differ from the amount of our corresponding loss reserves.
- If the models used in our business are inaccurate or there are differences and/or variability in loss development compared to our model estimates and actuarial assumptions, it could have a material adverse effect on our business, results of operations and financial condition.
- Competition within the mortgage insurance industry could result in the loss of market share, loss of customers, lower premiums, wider credit guidelines and other changes that could have a material adverse effect on our business, results of operations and financial condition.
- Changes to the role of the GSEs or to the charters or business practices of the GSEs, including actions or decisions to decrease or discontinue the use of mortgage insurance, could adversely affect our business, results of operations and financial condition.
- The amount of mortgage insurance we write could decline significantly if alternatives to private mortgage insurance are used or lower coverage levels of mortgage insurance are selected.
- Our reliance on customer relationships could cause us to lose significant sales if one or more of those relationships terminate or are reduced.
- Our reputation and ratings could be affected by issues affecting our Parent in a way that could materially and adversely affect our business, financial condition, liquidity and prospects.

Emerging Growth Company Status

We currently qualify as an “emerging growth company” because, at the time of initial confidential submission of our registration statement, our gross revenue for the then most recently ended fiscal year (the year ended December 31, 2019) was less than $1.07 billion. Because our gross revenue for the fiscal year ended December 31, 2020 exceeded $1.07 billion, we will cease to qualify as an emerging growth company upon consummation of this offering. Because we currently qualify as an emerging

growth company, we are permitted to apply new accounting standards under an extended transition period available to private companies and take advantage of reduced reporting requirements in this prospectus. We have elected to apply the extended transition periods for new accounting standards applicable to private companies and reduced reporting requirements, as further described below.

An emerging growth company may take advantage of reduced reporting requirements and is relieved of certain other significant requirements that are otherwise generally applicable to public companies. As an emerging growth company:

- we may present only two years of audited financial statements and only two years of related management discussion and analysis of financial condition and results of operations;
- we are exempt from the requirement to obtain an attestation and report from our auditors on management's assessment of our internal control over financial reporting under the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act");
- we are permitted to provide less extensive disclosure about our executive compensation arrangements; and
- we are not required to give our stockholders non-binding advisory votes on executive compensation or golden parachute arrangements.

We have elected to take advantage of the reduced disclosure requirements and other relief described in this prospectus and may take advantage of these exemptions for so long as we remain an emerging growth company. We have elected to apply the extended transition periods for new accounting standards applicable to private companies, further described in Note 2 to our audited consolidated financial statements for the years ended December 31, 2020 and 2019.

Our Corporate Information

We are incorporated in Delaware and are an indirect wholly owned subsidiary of our Parent, a diversified insurance holding company listed on the New York Stock Exchange ("NYSE").

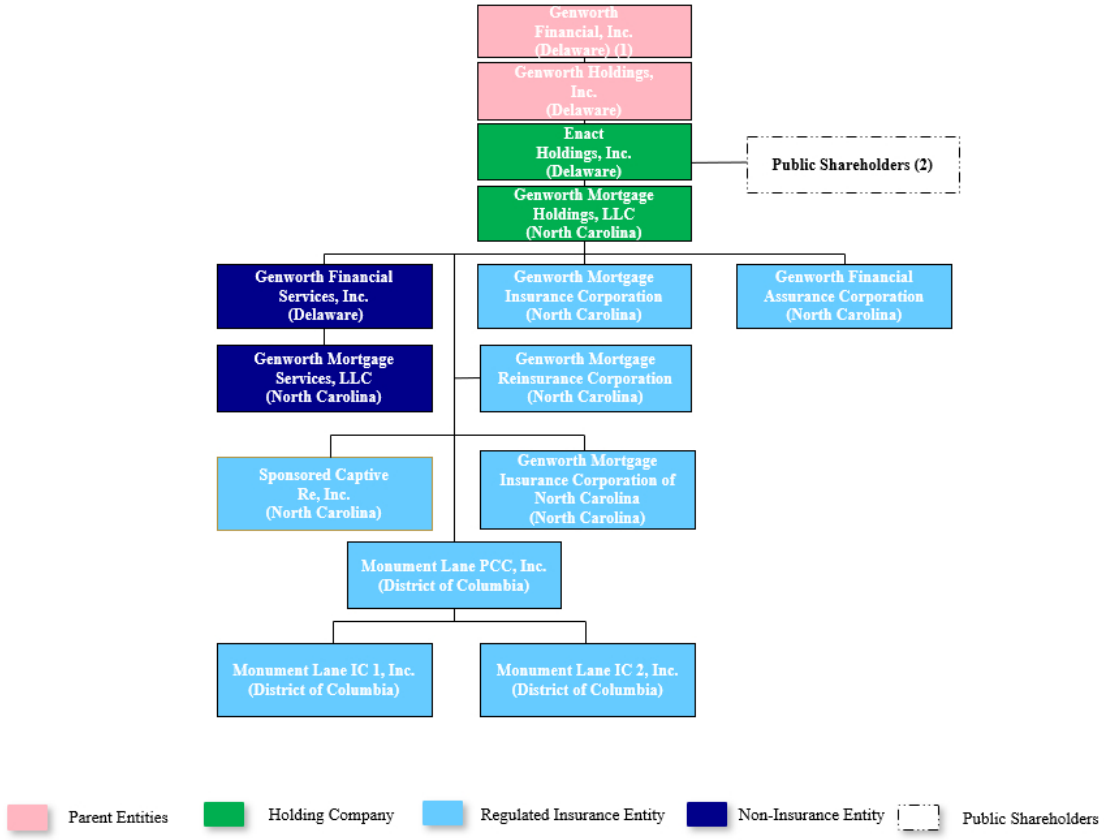
Our primary operating subsidiary, Genworth Mortgage Insurance Corporation ("GMICO"), is domiciled in North Carolina, and we are headquartered in Raleigh, North Carolina.

Our principal executive offices are located at 8325 Six Forks Road, Raleigh, North Carolina 27615 and our telephone number is (919) 846-4100. Our corporate website address is https://mortgageinsurance.genworth.com/. We do not incorporate the information contained on, or accessible through, our corporate website into this prospectus, and you should not consider it a part of this prospectus. We have included our website address only as an inactive textual reference and do not intend it to be an active link to our website.

Organizational Chart

Below is a simplified and illustrative organizational chart summarizing our ownership including the ownership of our public stockholders and our Parent and the ownership of our subsidiaries following the completion of this offering and the Concurrent Private Placement. This chart also presents the jurisdiction of incorporation for each subsidiary and notes whether a subsidiary is a holding company, regulated insurance entity or non-insurance entity. The ownership of all entities in the chart below is 100% unless otherwise noted. Upon the completion of this offering and the Concurrent Private Placement, our Parent will indirectly own approximately 83.7% of our outstanding common stock (approximately 81.6% if the underwriters exercise in full their option to purchase additional shares), purchasers of shares of common stock in this offering will own approximately 13.9% of our outstanding common stock (approximately

15.9% if the underwriters exercise in full their option to purchase additional shares) and Bayview will own approximately 2.5% of our outstanding common stock.



(1) In connection with the AXA Settlement, our Parent entered into a Promissory Note secured by a 19.9% interest in our common stock held by our Parent. The collateral will be fully released upon full repayment of the Promissory Note and may be partially released under certain circumstances upon certain prepayments. See "Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—Our Parent's indebtedness and potential liquidity constraints may negatively affect us" and "Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—The AXA Settlement may negatively affect our ability to finance our business with additional debt, equity or other strategic transactions."

(2) Includes 4,000,000 shares of our common stock to be sold to Bayview pursuant to the Concurrent Private Placement.

Recent Developments

The following condensed financial information reflects our preliminary results for the three months ended March 31, 2021, based on information currently available to management. The preliminary estimated financial results set forth below should not be viewed as a substitute for full quarterly financial statements prepared in accordance with U.S. GAAP. We will not publicly file our actual unaudited quarterly consolidated financial results for the three months ended March 31, 2021 with the SEC until after the consummation of this offering. As a result, our actual results for the three months ended March 31, 2021 may differ from the preliminary estimated financial results set forth below upon the completion of our financial quarter end closing procedures, final adjustments and other developments that may arise prior to the time our financial results are finalized, and such differences could be material. You should not place undue reliance on the following condensed financial information. In addition, the preliminary estimated financial results set forth below are not necessarily indicative of results we may achieve in any future period. Amounts set forth below are approximate.

The preliminary financial data set forth below have been prepared by, and are the responsibility of, our management and are based on a number of assumptions. Our independent registered public accounting firm, KPMG LLP has not audited, reviewed, compiled, or applied agreed-upon procedures with respect to the preliminary financial data. Accordingly, KPMG LLP does not express an opinion or any other form of assurance with respect thereto. For additional information, see "Cautionary Note Regarding Forward-Looking Statements and Market Data" and "Risk Factors."

Other Operating Data ($ amounts in millions except Net Premiums Earned, Net Income, and Adjusted Operating Income amounts in thousands)	**March 31,**	
	2021	**2020**
NIW (for the period ended) [1]	$ 24,934	$ 17,908
IIF (as of) [2]	$ 210,187	$ 187,981
RIF (as of) [3]	$ 52,866	$ 47,740
Persistency Rate (for the period ended) [4]	56 %	74 %
Net Premiums Earned (for the period ended) [5]	$ 252,542	$ 226,198
Loss Ratio (for the period ended) [6]	22 %	8 %
Expense Ratio (net earned premiums) (for the period ended) [7]	24 %	25 %
Net Income (for the period ended) [8]	$ 125,131	$ 145,265
Adjusted Operating Income (for the period ended) [9]	$ 125,886	$ 145,190
PMIERs excess (as of) [10]	$ 1,764	$ 1,171
PMIERs sufficiency ratio (as of) [11]	159 %	142 %
Operating Leverage [12]	30 %	23 %
Book Value (Total equity) (as of) [13]	$ 3,935	$ 3,865
Debt-to-Capital [14]	16 %	0 %
Return on equity [15]	13 %	16 %
EHI Holdco Cash [16]	$ 284	$ 0
GMICO RTC ratio (as of) [17]	11.9	12.4
PIF (count) (as of) [18]	922,186	868,111
Delinquent loans (count) (as of) [19]	41,332	15,417
Delinquency Rate (as of) [20]	4.48 %	1.78 %
Forbearance Rate (as of) [21]	4.91 %	0.27 %

(1) Presents the aggregate loan balance on new primary policies written during a given period.

(2) Presents the aggregated estimated unpaid principal balance of the primary mortgages we insure at a given date. IIF represents the remaining unpaid principal balance of NIW from all prior periods less policy cancellations (including for prepayment, nonpayment of premiums and claims payment) and rescissions.

(3) Presents the aggregate amount of coverage we provide on primary PIF as of a given date. RIF is calculated as the sum total of coverage percentage of each individual policy in our portfolio applied to the estimated unpaid principal balance of such insured mortgage.
(4) Presents the annualized percentage of IIF for prior periods (quarter) on a primary basis that remains as of a given date.
(5) Presents the gross direct earned premiums and assumed premiums net of ceded premiums.
(6) Calculated by dividing losses incurred by net earned premiums.
(7) Calculated by dividing acquisition and operating expenses, net of deferrals, plus amortization of DAC and intangibles by net earned premiums.
(8) Represents net income on a U.S. GAAP consolidated basis.
(9) Adjusted operating income is a Non-GAAP measure. We present adjusted operating income as a supplemental measure of our performance. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations and Key Metrics—Use of Non-GAAP Measures” for its definition and “Basis of Presentation and Non-GAAP Measures—Non-GAAP Measures.” See below for a reconciliation of adjusted operating income to net income, the most comparable U.S. GAAP measure.
(10) Calculated as total available assets less net required assets, based on the published PMIERs then in effect.
(11) Calculated as total available assets divided by net required assets, based on the published PMIERs then in effect.
(12) Calculated by dividing PMIERs reinsurance credit by PMIERs gross required assets.
(13) Represents Total Equity on a U.S. GAAP consolidated basis.
(14) Calculated by dividing total debt outstanding by total equity plus total debt outstanding.
(15) Calculated as adjusted operating income annualized divided by the average of current quarterly fiscal period and prior year’s quarterly fiscal period ending total stockholders’ equity.
(16) Represents Cash and Cash Equivalents held at EHI.
(17) Our primary operating subsidiary, GMICO’s RTC ratio, calculated by dividing GMICO’s statutory RIF by its statutory capital (insurer’s policyholders’ surplus plus the statutory contingency reserves).
(18) Presents the number of primary policies we insure as of the dates indicated.
(19) Presents on a primary basis the total delinquent loans reported to us as of the dates indicated.
(20) Presents on a primary basis the total reported delinquent loans divided by the total PIF.
(21) Calculated by dividing total forbearances as reported by servicers by the total PIF.

The following table sets forth a reconciliation of net income to adjusted operating income for the three months ending March 31:

(Amounts in thousands)	2021	2020
Net Income	$ 125,131	$ 145,265
Adjustments to Net Income		
Net investment (gains) losses	956	(95)
Taxes on adjustments	(201)	20
Adjusted Operating Income (for the period ended)	**$ 125,886**	**$ 145,190**

Economic Conditions

The United States economy and consumer confidence improved in the first quarter of 2021 compared to the fourth quarter of 2020 as state economies reopened in varying degrees; however, certain geographies and industries have experienced slower recoveries because of the virus, the mitigation steps taken to control its spread and changed consumer behavior. The unemployment rate was elevated at 6.0% in March 2021 compared to the pre-pandemic level of 3.5% in February 2020 but has decreased from a peak of 14.8% in April 2020. Even after the continued recovery in the first quarter of 2021, the number of unemployed Americans stands at approximately 10 million, which is 4 million higher than in February 2020. Among the unemployed, those on temporary layoff continued to decrease to 2 million from a peak of 18 million in April 2020, but the number of permanent job losses increased to approximately 3 million. In addition, the number of long term unemployed over 26 weeks increased to approximately 4 million. Specific to housing finance, mortgage origination activity remained robust in the first quarter of 2021 fueled by refinance activity and a strong surge in home sales. Refinance activity remained robust but relatively flat as compared to the fourth quarter of 2020. The purchase market

remained strong, but sales of previously owned homes decreased by 3.7% in the first two months of 2021 after reaching a post-2006 peak in the fourth quarter of 2020. Total unsold inventory of single-family homes remains low at 1.9 months of supply as of February 2021, which continues to drive home prices higher, increasing our average loan amount on NIW. While interest rates rose during the first quarter of 2021, they remained below levels in the first quarter of 2020 and served as an offset to rising prices in terms of affordability for borrowers. The pandemic continued to affect our financial results in the first quarter of 2021 but to a lesser extent than in the fourth quarter of 2020 as we experienced elevated, but declining, servicer reported forbearance and new delinquencies during the first quarter of 2021.

New insurance written

NIW of $24.9 billion in the first quarter of 2021 increased 39% compared to the first quarter of 2020 primarily due to higher mortgage purchase and refinancing originations and a larger private mortgage insurance market partially offset by our lower estimated market share in 2021. Our market share is influenced by the execution of our go to market strategy, including but not limited to, pricing competitiveness relative to our peers and our selective participation in forward commitment transactions. Our market share remains impacted by the negative ratings differential relative to our competitors, concerns expressed about our Parent's financial condition and the execution of its strategic plans. We continue to manage the quality of new business through pricing and our underwriting guidelines, which we modify from time to time when circumstances warrant.

Insurance in-force, Risk in-force, and Persistency

IIF and RIF increased largely from NIW, offset by lapse as we experienced lower persistency in the first quarter of 2021. Primary persistency rate was 74% and 56% for the three months ended March 31, 2020 and 2021, respectively. Lower persistency has impacted business performance trends in several ways including, but not limited to, offsetting IIF growth from NIW, elevating single premium policy cancellations resulting in higher earned premiums, accelerating the amortization of our existing reinsurance transactions reducing their associated PMIERs capital credit in 2020 and shifting the concentration of primary IIF. For the three months ending March 31, 2021, our primary IIF has less than 10% concentration in 2014 and prior book years. Our 2005 through 2008 book year concentration is approximately 5%. In contrast, our 2020 book year represents 42% of our primary IIF concentration while our 2021 book year is 12% at March 31, 2021.

Net Premiums Earned

Net earned premiums increased in the first quarter of 2021 compared to the first quarter of 2020 primarily from growth in our IIF and from an increase in single premium policy cancellations driven largely by higher mortgage refinancing, partially offset by higher ceded premiums and lower average premium rates in the current year.

Loss Ratio

Our loss ratio for the three months ended March 31, 2021 was 22% as compared to 8% for the three months ended March 31, 2020. The increase was largely attributable to higher new delinquencies in the first quarter of 2021 primarily from an increase in borrower forbearance as a result of COVID-19. We also strengthened reserves on pre-COVID-19 delinquencies by $10 million during the first quarter of 2021 driven primarily by our expectation that pre-COVID-19 delinquencies will have a modestly higher claim rate than our prior best estimate given the slower emergence of cures to date. In addition, we experienced lower net benefits from cures and aging of existing delinquencies in the first quarter of 2021.

Delinquencies and Forbearances

Delinquent loans as compared to the same period in 2020 increased largely from significant new delinquencies as a result of COVID-19 offset by continued cure activity. The majority of new delinquencies since March 2020 have been subject to a borrower forbearance plan as a result of the

ongoing economic impact due to the pandemic. Approximately 54% of our primary new delinquencies in the first quarter of 2021 were subject to a forbearance plan as compared to less than 5% prior to the first quarter of 2020.

Servicer reported forbearance slowed meaningfully beginning in June 2020 and ended the first quarter of 2021 with approximately 4.9% of our active primary policies reported in a forbearance plan, of which approximately 64% were reported as delinquent. It is difficult to predict the future level of reported forbearance and how many of the policies in a forbearance plan that remain current on their monthly mortgage payment will go delinquent.

Expense Ratio

The expense ratio (net earned premiums) decreased primarily from higher net earned premiums, partially offset by higher operating costs in the current year.

Net Income and Adjusted Operating Income

Net income and adjusted operating income decreased primarily attributable to higher losses largely from new delinquencies driven in large part by a significant increase in borrower forbearance as a result of COVID-19, reserve strengthening of $8 million on pre-COVID-19 delinquencies and from lower net benefits from cures and aging of existing delinquencies in 2021. Additionally, the current quarter includes interest expense related to the 2025 Senior Notes offering, which occurred in August 2020. These decreases were partially offset by higher premiums largely driven by higher IIF and an increase in policy cancellations in our single premium mortgage insurance product primarily due to higher mortgage refinancing in 2021.

PMIERs

As of March 31, 2021, we had available assets of $4,769 million against $3,005 million net required assets under PMIERs, compared to available assets of $4,588 million against $3,359 million net required assets as of December 31, 2020 and available assets of $3,974 million against $2,803 million net required assets as of March 31, 2020. The estimated sufficiency above the published PMIERs financial requirements as of March 31, 2021 was $1,764 million, compared to $1,229 million above the published PMIERs requirements as of December 31, 2020 and $1,171 million above the published PMIERs requirements as of March 31, 2020, resulting in a PMIERs sufficiency ratio of 159%, 137% and 142%, respectively, which was above the requirement imposed by the GSE Restrictions that we maintain a PMIERs sufficiency ratio of 115%. See “Regulation —Agency Qualification Requirements.” The increase in the PMIERs sufficiency compared to December 31, 2020 was driven in part by the completion of a MILN transaction in March 2021, which added $495 million of additional PMIERs capital credit as of March 31, 2021, and elevated lapse driven by prevailing low interest rates, partially offset by elevated NIW. Our PMIERs required assets as of March 31, 2021 and December 31, 2020 benefited from the application of a 0.30 multiplier applied to the risk-based required asset amount factor for certain non-performing loans. The application of the 0.30 multiplier to all eligible delinquencies provided $1,012 million of benefit to our March 31, 2021 PMIERs required assets compared to $1,046 million benefit as of December 31, 2020. Without the 0.30 multiplier, required assets would increase $1,012 million but would be partially offset by higher reinsurance capital credit.

Reinsurance and Operating Leverage

On April 16, 2021, we obtained $303 million of fully collateralized XOL coverage from Triangle Re 2021-2 Ltd. on a portfolio of existing mortgage insurance policies written from September 2020 through December 2020. If we gave effect to this transaction in the first quarter of 2021, our PMIERs sufficiency would have increased on a pro forma basis, without giving effect to any developments post quarter end, to $2,067 million or 176% above the published PMIERs requirements and operating leverage of 37%. As of March 31, 2021, our CRT program provided an estimated aggregate PMIERs capital credit of $1,285

million and loss coverage of $1,795 million. In total, our CRT program covers 94% of our risk in-force as of March 31, 2021.

Book Value, Return on Equity and Debt-to-Capital

As of March 31, 2021, book value increased as compared to the period ending March 31, 2020 primarily attributable to net income partially offset by dividends paid to our Parent of $437 million in 2020 generated from the net cash proceeds of the 2025 Senior Notes offering. No dividends were paid in the period ending March 31, 2021.

As compared to March 31, 2020, return on equity at March 31, 2021 decreased primarily due to the lower net income versus the prior year attributable to higher losses largely from new delinquencies driven in large part by a significant increase in borrower forbearance as a result of COVID-19 partially offset by higher premiums.

As compared to March 31, 2020, debt-to-capital at March 31, 2021 increased due to the 2025 Senior Notes offering of $750 million, which occurred in August 2020.

EHI Holdco Cash

EHI held $284 million of cash as of March 31, 2021, down $16 million from the prior quarter primarily from its semi-annual interest payment on the 2025 Senior Notes.

Risk-to-Capital

As of March 31, 2021, GMICO's risk-to-capital ratio was approximately 11.9:1, compared with a RTC ratio of 12.4:1 as of March 31, 2020. GMICO's RTC ratio remains below the NCDOI's maximum RTC ratio of 25:1.

The Offering

Common stock offered by the selling stockholder in this offering	22,576,140 shares (plus up to an additional 3,386,420 shares of common stock that the selling stockholder may sell upon the exercise of the underwriters' option to purchase additional shares of common stock).
Common stock offered by the selling stockholder in the concurrent private placement	4,000,000 shares.
Common stock outstanding before and after this offering and the concurrent private placement	162,840,000 shares.
Underwriters' option to purchase additional shares	The selling stockholder has granted the underwriters an option to purchase, within 30 days of the date of this prospectus, up to 3,386,420 additional shares, at the initial public offering price, less the underwriting discount.
Use of proceeds	We will not receive any proceeds from the sale of shares of our common stock by the selling stockholder in this offering, including from any exercise by the underwriters of their option to purchase additional shares from the selling stockholder. The selling stockholder will receive all of the net proceeds from this offering, and will bear the underwriting discount and pay or reimburse us for certain expenses attributable to its sale of our common stock, including accounting fees and certain legal fees. See "Use of Proceeds."
Concurrent private placement	We and the selling stockholder have entered into a stock purchase agreement with Bayview, pursuant to which Bayview has agreed to purchase 4,000,000 shares of our common stock from the selling stockholder at a price per share equal to the initial public offering price per share less the underwriting discount per share set forth on the cover page of this prospectus in the Concurrent Private Placement. The Concurrent Private Placement is expected to close immediately following the closing of this offering and is subject to customary closing conditions, including the completion of this offering at a price per share within the range set forth on the cover page of this prospectus. None of the shares of our common stock to be sold in the Concurrent Private Placement will be registered and sold in this offering. We will not receive any proceeds from the sale of shares of our common stock by the selling stockholder in the Concurrent Private Placement.

Directed share program	At our request, the underwriters have reserved for sale, at the initial public offering price, up to 1,128,807 shares for sale at the public offering price to certain of our and our Parent's directors, officers and key employees through a directed share program. The number of shares available for sale to the general public will be reduced to the extent such persons purchase the reserved shares. Any reserved shares not so purchased will be offered by the underwriters to the general public on the same terms as the other shares offered by this prospectus. Shares purchased through the directed share program by certain of our and our Parent's directors, officers and key employees will be subject to lock-up restrictions with the underwriters.
Dividend policy	Our board of directors may in the future determine to declare and to pay a dividend on our common stock on an annual or more frequent basis based on our capital levels and in accordance with applicable laws and regulatory guidance. See "Dividend Policy."
Controlled company	Following this offering, we will be a "controlled company" within the meaning of the Nasdaq rules as our Parent will continue to own, through GHI, more than a majority of the total voting power of our common stock.
Listing	We have applied to list our common stock on the Nasdaq under the symbol "ACT."
Risk Factors	An investment in our common stock is subject to substantial risks. See "Risk Factors" for a discussion of factors you should carefully consider before investing in our common stock.

Summary Historical Consolidated Financial and Operating Data

The following table sets forth EHI's summary historical consolidated financial and operating data as of the dates and for the periods indicated. The historical consolidated financial and operating data as of December 31, 2020 and 2019 and for each of the years ended December 31, 2020 and 2019 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. See "Basis of Presentation and Non-GAAP Measures." The historical consolidated financial data as of December 31, 2018 and for the year ended December 31, 2018 are drawn from audited financial statements which are not included in this prospectus. Our consolidated financial statements and the related notes were prepared on a standalone basis and were derived from the consolidated financial statements and accounting records of our Parent. EHI has been a wholly owned subsidiary of the Parent since its incorporation in Delaware in 2012. On November 29, 2019, the Parent completed a holding company reorganization whereby the Parent contributed 100% of the issued and outstanding voting securities of EHI to GHI. Post-contribution, EHI is a direct, wholly owned subsidiary of GHI, and GHI is still a direct, wholly owned subsidiary of the Parent.

We are presenting only two years of audited consolidated financial information. The summary historical consolidated financial information is not necessarily indicative of the results that may be expected in any future period. The following summary historical consolidated financial and operating data should be read in conjunction with "Capitalization," "Selected Historical Consolidated Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes appearing elsewhere in this prospectus.

The summary historical consolidated financial information includes allocations of certain of our Parent's expenses. We believe the assumptions and methodologies underlying the allocation of these expenses are reasonable. The allocated expenses relate to various services that have historically been provided to us by our Parent, including investment management, information technology services and certain administrative services (such as finance, human resources, employee benefit administration and legal). These allocations were made on a direct usage basis when identifiable, with the remainder allocated on the basis of equity, proportional effort or other relevant measures. See Note 11 to our audited consolidated financial statements for further information regarding the allocation of our Parent's expenses.

Statements of Income Data (amounts in thousands)	Year ended December 31, 2020	2019	2018
Revenues:			
Premiums	$ 971,365	$ 856,976	$ 746,864
Net investment income	132,843	116,927	93,198
Net investment gains (losses)	(3,324)	718	(552)
Other income	5,575	4,232	1,587
Total revenues	$ 1,106,459	$ 978,853	$ 841,097
Losses and expenses:			
Losses incurred	379,834	49,850	36,405
Acquisition and operating expenses, net of deferrals	215,024	195,768	176,986
Amortization of deferred acquisition costs and intangibles	20,939	15,065	14,037
Interest expense	18,244	—	—
Total losses and expenses	**$ 634,041**	**$ 260,683**	**$ 227,428**
Income before income taxes and change in fair value of unconsolidated affiliate	**472,418**	**718,170**	**613,669**
Provision for income taxes	101,997	155,832	129,807
Income before change in fair value of unconsolidated affiliate	**370,421**	**562,338**	**483,862**
Change in fair value of unconsolidated affiliate, net of taxes	—	115,290	(30,261)
Net income	**$ 370,421**	**$ 677,628**	**$ 453,601**

Balance Sheet Data (amounts in thousands)	December 31, 2020	2019	2018
Assets			
Fixed maturity securities available-for-sale, at fair value	$ 5,046,596	$ 3,764,432	$ 3,699,253
Cash and cash equivalents	452,794	585,058	159,051
Other assets	153,320	153,434	212,496
Total assets	**$ 5,652,710**	**$ 4,502,924**	**$ 4,070,800**
Liabilities and equity			
Liabilities:			
Loss reserves	$ 555,679	$ 235,062	$ 297,879
Unearned premiums	306,945	383,458	421,788
Long-term borrowings	738,162	—	—
Other liabilities	170,113	57,329	77,394
Total equity	3,881,811	3,827,075	3,273,739
Total liabilities and equity	**$ 5,652,710**	**$ 4,502,924**	**$ 4,070,800**

Other Operating Data	December 31,		
($ amounts in thousands)	2020	2019	2018
NIW (for the period ended) [1]	$ 99,871,017	$ 62,430,886	$ 39,960,673
IIF (as of) [1]	$ 207,947,405	$ 181,784,957	$ 157,103,442
RIF (as of) [1]	$ 52,475,465	$ 46,245,556	$ 40,135,601
Persistency Rate (for the period ended) [1]	59 %	76 %	82 %
Adjusted Operating Income (for the period ended) [2]	$ 373,047	$ 561,772	$ 484,298
Loss ratio (for the period ended)	39 %	6 %	5 %
Expense ratio (net earned premiums) (for the period ended)	24 %	25 %	26 %
PMIERs excess (as of)	$ 1,229,122	$ 1,056,884	$ 786,285
PMIERs sufficiency ratio (as of)	137 %	138 %	129 %
Dividends[3]	$ 437,353	$ 250,000	$ 50,000
GMICO RTC ratio (as of)	12.3	12.5	12.5
PIF (count) (as of)	924,624	851,070	772,470
Delinquent loans (count) (as of) [1]	44,904	16,392	16,860
Delinquency Rate (as of) [1]	4.86 %	1.93 %	2.18 %
Return on equity [4]	10 %	16 %	17 %
Operating leverage [5]	22 %	24 %	16 %

(1) See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations and Key Metrics—Key Metrics.”
(2) See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations and Key Metrics—Use of Non-GAAP Measures” for its definition and a reconciliation to net income and “Basis of Presentation and Non-GAAP Measures—Non-GAAP Measures.”
(3) 2020 dividend of $437,353 thousand represents the net proceeds distributed from EHI to Genworth Holdings following EHI’s debt issuance in August 2020. No dividends were paid by GMICO during 2020. Dividends from prior years are from EHI fully funded by GMICO.
(4) Calculated as adjusted operating income divided by the average of current annual fiscal period and prior annual fiscal period ending stockholders’ equity.
(5) Calculated by dividing PMIERs reinsurance credit by PMIERs gross required assets.

The following table includes NIW, primary IIF, compound annual growth rate (“CAGR”), persistency rate and premium for the years ended December 31:

($ amounts in thousands)	2020	2019	2018	2017	2016
NIW[1]	$ 99,871,017	$ 62,430,886	$ 39,960,673	$ 38,931,833	$ 42,670,234
Primary IIF[2]	$ 207,947,405	$ 181,784,957	$ 157,103,442	$ 143,146,135	$ 129,211,045
Persistency rate	59 %	76 %	82 %	81 %	76 %
Premiums[3]	$ 971,365	$ 856,976	$ 746,864	$ 694,843	$ 659,494

(1) NIW CAGR from 2016 to 2020 is 24%.
(2) Primary IIF CAGR from 2016 to 2020 is 13%.
(3) Premium CAGR from 2016 to 2020 is 10%. Premiums represents U.S. mortgage insurance segment for 2016-2017 and EHI for 2018-2020

The following table includes a reconciliation of net income to adjusted operating income for the years ended December 31:

(Amounts in thousands)	2020	2019	2018
Net income	$ 370,421	$ 677,628	$ 453,601
Adjustments to net income:			
Net investment (gains) losses	3,324	(718)	552
Change in fair value of unconsolidated affiliate	—	(127,397)	55,570
Taxes on adjustments	(698)	12,259	(25,425)
Adjusted operating income	$ 373,047	$ 561,772	$ 484,298

RISK FACTORS

Investing in our common stock involves a high degree of risk, including the potential loss of all or part of your investment. Before making an investment decision to purchase our common stock, you should carefully read and consider all of the risks and uncertainties described below, some of which may be exacerbated by COVID-19, as well as other information included in this prospectus, including "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and notes thereto appearing at the end of this prospectus. The occurrence of any of the following risks or additional risks and uncertainties that are currently immaterial or unknown could have a material adverse effect on our business, results of operations and financial condition. The following risk factors are not necessarily presented in order of relative importance and should not be considered to represent a complete set of all potential risks that could affect us. This prospectus also contains forward-looking statements and estimates that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of specific factors, including the risks and uncertainties described below. See "Cautionary Note Regarding Forward-Looking Statements and Market Data."

Risks Relating to Our Business

The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines, and other actions taken by governmental authorities in response to the pandemic.

The COVID-19 pandemic is having, and will continue to have, an impact across our entire risk landscape. COVID-19 has disrupted the global economy and financial markets, business operations, and consumer behavior and confidence. Large scale disruption in the United States economy has caused several industries to be largely non-operational for significant periods of time through state and federal mandated, voluntary and recommended shutdowns in an effort to contain the spread of COVID-19. While all states have been impacted by COVID-19, certain geographic regions have been disproportionately impacted either through the spread of the virus or the severity of the mitigation steps taken to control its spread. In addition, the COVID-19 pandemic has resulted in the temporary or permanent closures of many businesses and has given way to the institution of social distancing and other requirements in most states and communities in the United States. New information about the severity and duration of the COVID-19 pandemic, the emergence of COVID-19 variants or other public health issues, and government authorities, business, and societal reactions to that information, may increase the severity or duration of the COVID-19 pandemic and its effects. The effectiveness and availability of approved vaccines and the distribution and administering of such vaccines remains uncertain and lower-than-expected effectiveness, inefficient or ineffective distribution and reluctance to take the vaccine may similarly increase the severity or duration of the COVID-19 pandemic and its effects.

Since the outbreak of the COVID-19 pandemic, there have been a number of governmental and GSE efforts to implement programs designed to assist individuals and businesses impacted by the virus. On March 27, 2020, the CARES Act was signed into law. The CARES Act provides financial assistance for businesses and individuals and targeted regulatory relief for financial institutions. Among many other things, for up to 120 days after the termination date of the national emergency concerning COVID-19 declared by the Trump Administration on March 13, 2020 under the National Emergencies Act, the CARES Act required mortgage servicers to provide up to 180 days of forbearance for borrowers with a federally backed mortgage loan who asserted they had experienced a financial hardship related to COVID-19. The forbearance was permitted to be extended for an additional 180 days up to a year in total or shortened at the request of the borrower. On February 25, 2021, the FHFA announced that borrowers with a mortgage backed by the GSEs who are in an active COVID-19 forbearance plan as of February 28, 2021 and have reached a cumulative term of 12 months of forbearance may be granted an extension of

up to three months and thereafter one or more forbearance plan term extensions of no more than three months each, provided the plan term does not exceed 18 months of total delinquency or a cumulative term of 18 months, whichever is shorter. At the conclusion of the forbearance term, a borrower may either bring its loan current, defer any missed payments until the end of their loan, or the loan can be modified through a repayment plan or extension of the mortgage term. The CARES Act also prohibited foreclosures on all federally backed mortgage loans, except for vacant and abandoned properties, for a 60-day period that began on March 18, 2020. Since the introduction of the CARES Act, the GSEs as well as most servicers of non-federally backed mortgage loans have extended similar relief to their respective portfolios of loans. On February 25, 2021, the FHFA announced an extension until June 30, 2021 of the foreclosure moratorium for single-family mortgages that are purchased by Fannie Mae and Freddie Mac, which the CFPB may further extend to December 31, 2021, as described in more detail below. In addition, the CARES Act provides that furnishers of credit reporting information, including servicers, should continue to report a loan as current to credit reporting agencies if the loan is subject to a payment accommodation, such as forbearance, so long as the borrower abides by the terms of the accommodation. Many servicers have updated and improved their reporting to private mortgage insurers for when a loan is covered by forbearance.

In anticipation of the upcoming expiration of the foreclosure moratoriums and forbearances and borrowers exiting forbearance programs after reaching the maximum number of permitted forborne payments, on April 1, 2021, the Consumer Financial Protection Bureau (“CFPB”) issued Compliance Bulletin and Policy Guidance 2021-02 advising mortgage servicers of the risk of a high volume of loans needing loss mitigation. The CFPB further stated that it will be monitoring how servicers engage with borrowers, respond to borrower requests and process applications for loss mitigation. On April 5, 2021, the CFPB promulgated a Notice of Proposed Rulemaking seeking comments on proposed measures to help prevent avoidable foreclosures as the foreclosure protections expire including, among other things, the implementation of a pre-foreclosure review period that would generally prohibit servicers from starting foreclosures on mortgages purchased by the GSEs until after December 31, 2021. The proposed effective date of the rule is August 31, 2021.

Any delays in foreclosure, including foreclosure moratoriums imposed by state and local governments and the GSEs due to COVID-19, could cause our losses to increase as expenses accrue for longer periods or if the value of foreclosed homes further decline during such foreclosure delays. If we experience an increase in claim severity resulting in claim amounts that are higher than expected, our business, results of operations and financial condition could be adversely affected. In addition, the expiration or discontinuation of any governmental or GSE forbearance or foreclosure relief program could further exacerbate the financial condition of borrowers on loans we insure or economic conditions generally, which could have a material adverse effect on our business, results of operations and financial condition. We have taken steps to mitigate some of the risks associated with COVID-19. However, we are currently unable to estimate the magnitude of the impact that the pandemic will ultimately have on our business, results of operations and financial condition. While the impact of the developing COVID-19 pandemic is difficult to predict, the related outcomes and impact on our business will depend on the spread and duration of the pandemic, including the duration of any resurgences of COVID-19, the effectiveness and availability of vaccines, the willingness of people to be vaccinated, regulatory and government actions to support housing and the economy, social distancing, the need to reimpose restrictions and other spread mitigating actions, and the shape of the economic recovery. We are continuing to monitor COVID-19 developments, regulatory and government actions including the impact of the CARES Act and programs announced by the GSEs, and the potential financial impacts on our business. To date, we have aligned our business with the temporary origination and servicing guidelines announced by the GSEs and activated our business continuity program by transitioning to a work-from-home virtual workforce, which we expect to maintain until at least September 1, 2021.

We expect that COVID-19 and measures taken to reduce its spread will continue to pervasively impact our business, subjecting us to the following risks:

- The pandemic has resulted in a material increase in new defaults as borrowers fail to make timely payments on their mortgages, primarily as a result of unemployment and mortgage forbearance programs that allow borrowers to defer mortgage payments. This may impact our business' ability to remain compliant with the PMIERs' financial requirements. We experienced primary new delinquencies of 85,074 during the year 2020 of which 11,923 occurred in the fourth quarter of 2020. The primary delinquency rate, which includes both new and existing delinquencies, was 4.86% as of December 31, 2020 compared to 1.93% as of December 31, 2019. Approximately 82% of our primary new delinquencies between second and fourth quarters of 2020 were subject to a forbearance plan as compared to less than 1% in recent quarters prior to COVID-19. Of the total number of loans in forbearance, 37% of the borrowers were still making payments, while 63% were reported as delinquent as of December 31, 2020.

- The pandemic could place a significant strain on the operations and financial condition of mortgage servicers, which could disrupt the servicing or servicing transfers of mortgage loans covered by our insurance policies or result in servicers failing to timely remit premiums and appropriately report the status of loans, including whether the loans are subject to a COVID-19-related forbearance program.

- We could receive fewer mortgage insurance premiums as a result of loans going into default or be unable to cancel insurance coverage for nonpayment of premiums due to state moratoriums that could temporarily suspend such actions by insurers.

- Decreases in overall policy persistency and an increased level of mortgage loan refinancings, driven by historically low mortgage interest rates as a result of U.S. monetary policy following COVID-19 and other reasons, could reduce the profitability of our insurance portfolio.

- As a result of COVID-19-related relief programs, many loans in our delinquency inventory have entered forbearance plans and we anticipate that defaults related to the pandemic, if not cured or otherwise substantially mitigated, could remain in our defaulted loan inventory for a protracted period of time, potentially resulting in an increased number of claims and higher levels of claim severity for loans that ultimately result in a claim. Historically, forbearance plans such as those put in place as a result of COVID-19 have reduced the incidence of our losses on affected loans. However, given the uncertainty around the long-term impact of COVID-19, it is difficult to predict whether a loan's delinquency will result in a cure or claim when its forbearance plan ends. The severity of losses associated with loans whose delinquencies do not cure will depend on the duration of the forbearance and economic conditions at that time and our current estimates about the number of delinquencies for which we will receive claims, and the amount, or severity, of each claim, could increase or decrease. For new loans originated and insured on or after October 1, 2014, our mortgage insurance policies limit the number of months of unpaid interest and associated expenses that are included in the mortgage insurance claim amount to a maximum of 36 months.

- While vaccines for COVID-19 are being, and have been, developed, approved and distributed, there is no guarantee that any such vaccine will be entirely effective, work as expected or will be accepted on a significant scale.

- The extended duration of the COVID-19 pandemic, the resurgence of cases of the disease and the reimposition of restrictions designed to curb its spread could lead to pressure on home prices in addition to elevated unemployment, which could cause additional new delinquencies, as well as potentially result in increased claims and higher levels of claim severity.

- The GSEs' business practices and policies have changed in response to COVID-19, with a shift in their primary objectives to supporting borrowers impacted by the pandemic and protecting the

ongoing functioning of the United States housing finance system. As the situation continues to evolve, the actions of the FHFA and the GSEs in response to COVID-19 are likely to continue to significantly impact the United States housing finance system. These actions may include additional PMIERs capital requirements or other material restrictions on us. Because private mortgage insurance is an important component of this system, these actions (as well as other governmental actions in response to the pandemic) have had, and may continue to have, an adverse impact on our mortgage insurance operations and performance.

- The number of home purchases or mortgage refinancings may continue to be materially affected by the impact of the pandemic on general economic conditions, including the unemployment rate and the availability of credit for mortgage loans. In addition, public and private sector initiatives to reduce the transmission of COVID-19, such as the imposition of restrictions on business activities, may continue to affect the number of new mortgages available for us to insure as real estate markets confront challenges in the mortgage origination and home sale process created by social distancing and other measures. Any significant adverse impact to our business, results of operations and financial condition could lead to lower credit ratings and impaired capital, both of which could hinder our businesses from offering their products, preclude them from returning capital to our Parent and our holding company, and thereby harm our liquidity.

- The models, assumptions and estimates we use to establish loss reserves and claim rates may not be accurate, especially in the event of an extended economic downturn or a period of extreme market volatility and uncertainty such as we are currently experiencing due to COVID-19. For example, cures for loan defaults resulting from the pandemic are emerging more slowly than we had previously experienced in the context of other FEMA-declared emergencies due to extended forbearance programs. While we continue to expect forbearance programs to benefit ultimate cure rates, this emergence may result in ultimate cure rates below our expectations. Consequently, the ultimate claim rate may be higher than our expectations.

- Adverse impacts on capital, credit and reinsurance market conditions, which may limit our ability to issue MILNs or purchase reinsurance on favorable terms or at all, or access traditional financing methods. Such adverse impacts may increase our cost of capital and affect our ability to meet liquidity needs.

- The rating agencies continually review the financial strength ratings assigned to us, our primary operating subsidiary, GMICO, and our Parent, and the ratings are subject to change. COVID-19 and its impact on our financial condition and results of operations could cause one or more of the rating agencies to downgrade the ratings assigned to one or more of us, GMICO, and our Parent.

Ultimately, the impact of COVID-19 on our business will depend on, among other things: the extent and duration of the pandemic, the severity of the disease and the number of people infected with the virus and effectiveness and availability of vaccines; the willingness of people to be vaccinated; the resurgence of cases of the disease and the reimposition of restrictions designed to curb its spread; the effects on the economy of the pandemic and of the measures taken by governmental authorities and other third parties restricting day-to-day life and the length of time that such measures remain in place; governmental and private party programs implemented to assist new and existing borrowers, including programs and policies instituted by the GSEs to assist borrowers experiencing a COVID-19- related hardship such as forbearance plans and suspensions of foreclosure and evictions; and the impact on the mortgage origination market. The level of disruption, the economic downturn, the potential global recession, and the far-reaching effects of COVID-19 could negatively affect our investment portfolio and cause harm to our business if they persist for long periods of time. COVID-19 could also disrupt medical and financial services and has resulted in us practicing social distancing with our employees through office closures, all of which could disrupt our normal business operations. Due to the unprecedented and rapidly changing social and economic impacts associated with COVID-19 on the United States and global economies generally, and in particular on the United States housing, real estate and housing finance markets, there is significant uncertainty regarding the ultimate impact on our business, business prospects, results of

operations and financial condition and our estimates or predictions regarding such impact may be materially wrong.

If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition.

In furtherance of Fannie Mae and Freddie Mac's respective charter requirements, each GSE adopted PMIERs effective December 31, 2015. On September 27, 2018, the GSEs issued a revised version of the PMIERs, which became effective March 31, 2019. On June 29, 2020, the GSEs issued guidance amending PMIERs further, in light of COVID-19, effective June 30, 2020 (the "PMIERs Amendment"). In September 2020, the GSEs issued an amended and restated version of the PMIERs Amendment that clarifies Section I (Risk-Based Required Asset Amount Factors), which became effective retroactively on June 30, 2020, and includes a new Section V (Delinquency Reporting), which became effective on December 31, 2020. On December 4, 2020, the GSEs issued a revised and restated version of the PMIERs Amendment that revised and replaced the version issued in September 2020. The December 4, 2020 version extended the application of reduced PMIERs capital factors to each non-performing loan that has an initial missed monthly payment occurring on or after March 1, 2020 and prior to April 1, 2021 and capital preservation period from March 31, 2021 to June 30, 2021.

The PMIERs include financial requirements for mortgage insurers under which a mortgage insurer's "Available Assets" (generally only the most liquid assets of an insurer) must meet or exceed "Minimum Required Assets" (which are based on an insurer's RIF and are calculated from tables of factors with several risk dimensions and are subject to a floor amount) and otherwise generally establish when a mortgage insurer is qualified to issue coverage that will be acceptable to the respective GSE for acquisition of high LTV mortgages. The GSEs may amend or waive PMIERs at their discretion, impose additional conditions or restrictions on us and also have broad discretion to interpret PMIERs, which could impact the calculation of our "Available Assets" and/or "Minimum Required Assets." The amount of capital that GMICO may be required in the future to maintain the "Minimum Required Assets" as defined in PMIERs, and operate our business is dependent upon, among other things: (i) the way PMIERs are applied and interpreted by the GSEs and the FHFA as and after they are implemented; (ii) the future performance of the housing market, including as a result of COVID-19 and the length and speed of recovery; (iii) our generation of earnings in our business, "Available Assets" and "Minimum Required Assets," reducing RIF and reducing delinquencies as anticipated, and writing anticipated amounts and types of new mortgage insurance business; and (iv) our overall financial performance, capital and liquidity levels. Depending on our actual experience, the amount of capital required under PMIERs may be higher than currently anticipated. In the absence of a premium increase for new business, if we hold more capital relative to insured loans, our returns will be lower. We may be unable to increase premium rates for various reasons, principally due to competition. Our inability, on the other hand, to increase the capital as required in the anticipated timeframes and on the anticipated terms, and to realize the anticipated benefits, could have a material adverse impact on our business, results of operations and financial condition. More particularly, our ability to continue to meet the PMIERs financial requirements and maintain a prudent amount of capital in excess of those requirements, given the dynamic nature of asset valuations and requirement changes over time, is dependent upon, among other things: (i) our ability to complete CRT transactions on our anticipated terms and timetable, which, as applicable, are subject to market conditions, third-party approvals and other actions (including approval by the GSEs), and other factors that are outside of our control and (ii) our ability to contribute holding company cash or other sources of capital to satisfy the portion of the financial requirements that are not satisfied through these transactions. See "—CRT transactions may not be available, affordable or adequate to protect us against losses." The GSEs may amend or waive PMIERs at their discretion, and also have broad discretion to

interpret PMIERs, which could impact the calculation of our “Available Assets” and/or “Minimum Required Assets.”

The PMIERs Amendment implemented both permanent and temporary revisions to PMIERs. For loans that became non-performing due to a COVID-19 hardship, PMIERs was temporarily amended with respect to each non-performing loan that (i) has an initial missed monthly payment occurring on or after March 1, 2020 and prior to April 1, 2021 or (ii) is subject to a forbearance plan granted in response to a financial hardship related to COVID-19, the terms of which are materially consistent with terms of forbearance plans offered by the GSEs. The risk-based required asset amount factor for the non-performing loan will be the greater of (a) the applicable risk-based required asset amount factor for a performing loan were it not delinquent, and (b) the product of a 0.30 multiplier and the applicable risk-based required asset amount factor for a non-performing loan. In the case of (i) above, absent the loan being subject to a forbearance plan described in (ii) above, the 0.30 multiplier will be applicable for no longer than three calendar months beginning with the month in which the loan became a non-performing loan due to having missed two monthly payments. Loans subject to a forbearance plan described in (ii) above include those that are either in a repayment plan or loan modification trial period following the forbearance plan unless reported to the approved insurer that the loan is no longer in such forbearance plan, repayment plan, or loan modification trial period. The PMIERs Amendment also imposes temporary capital preservation provisions through June 30, 2021, that require an approved insurer to obtain prior written GSE approval before paying any dividends, pledging or transferring assets to an affiliate or entering into any new, or altering any existing, arrangements under tax sharing and intercompany expense-sharing agreements, even if such insurer has a surplus of available assets. Therefore, the PMIERs Amendment may restrict or prevent GMICO from paying us dividends. See “—Risks Relating to Our Business—We are a holding company, and our only material assets are our equity interests in our subsidiaries. As a consequence, we depend on the ability of our subsidiaries to pay dividends and make other payments and distributions to us in order to meet our obligations” and “Regulation—Agency Qualification Requirements.” We anticipate that the GSEs may take further action in the event COVID-19 hardships continue through 2021. If the temporary provisions of the PMIERs Amendment are not extended to include new delinquencies occurring on or after April 1, 2021, or borrower forbearance plans are not extended beyond eighteen months, it could have a material effect on our business, results of operations and financial condition.

Our assessment of PMIERs compliance is based on a number of factors, including our understanding of the GSEs’ interpretation of the PMIERs financial requirements. Although we believe we have sufficient capital as required under PMIERs and we remain an approved insurer, there can be no assurance these conditions will continue. The GSEs require GMICO to maintain a maximum statutory RTC ratio of 18:1 or they reserve the right to reevaluate the amount of PMIERs credit for reinsurance and other CRT transactions available under PMIERs indicated in their approval letters. There can be no assurance we will continue to meet the conditions contained in the GSE letters approving credit for reinsurance and other CRT transactions against PMIERs financial requirements. Freddie Mac has also imposed additional requirements on our option to commute these reinsurance agreements. Both GSEs reserved the right to periodically review the reinsurance transactions for treatment under PMIERs. If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs’ interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition.

Additionally, compliance with PMIERs requires us to seek the GSEs’ prior approval before taking many actions, including implementing certain new products or services, entering into inter-company agreements among others and, in response to COVID-19, at least through June 30, 2021, paying any dividends, pledging or transferring assets to an affiliate. PMIERs’ prior approval requirements could prohibit, materially modify or delay us in our intended course of action. For example, in connection with the AXA Settlement, our Parent has pledged 19.9% of our common stock held by GHI to secure the

Promissory Note. If our Parent defaulted on its covenants or other obligations under the Promissory Note and AXA S.A. (“AXA”) desired to foreclose on such pledge, in addition to AXA obtaining NCDOI approval for the transfer, we would need to obtain GSE approval prior to the transfer of any shares under the Promissory Note. See “Risks Relating to Our Continuing Relationship with Our Parent—Our Parent’s indebtedness and potential liquidity constraints may negatively affect us” and “Risks Relating to Our Continuing Relationship with Our Parent—The AXA Settlement may negatively affect our ability to finance our business with additional debt, equity or other strategic transactions.” Further, the GSEs may modify or change their interpretation of terms they require us to include in our mortgage insurance coverage for loans purchased by them, requiring us to modify our terms of coverage or operational procedures to remain an approved insurer, and such changes could have a material adverse impact on our business, results of operations and financial condition. It is possible the GSEs could, in their own discretion, require additional limitations and/or conditions on certain of our activities and practices that are not currently in the PMIERs for us to remain an approved insurer.

In September 2020, subsequent to the issuance of our $750 million aggregate principal amount of Senior Notes due 2025 (the “2025 Senior Notes”), the GSEs imposed certain restrictions (the “GSE Restrictions”) with respect to capital on our business. In connection with this offering, the GSEs have recommended revisions to the GSE Restrictions, subject to FHFA approval. There can be no assurance that such approval process will not result in the final terms being changed. See “Regulation—United States Insurance Regulation” for additional details. As proposed, the GSE Restrictions will remain in effect until the following collective conditions (the “GSE Conditions”) are met: (i) GMICO obtains a “BBB+”/“Baa1” (or higher) rating from Standard & Poor’s Financial Services, LLC (“Standard & Poor’s”), Moody’s Investor Service, Inc. (“Moody’s”) or Fitch Ratings, Inc. (“Fitch”) for two consecutive quarters and (ii) our Parent achieves a debt leverage ratio (excluding U.S. life business equity) that is less than 25% and a cash coverage ratio that is at least 2.5 for two consecutive quarters. Prior to the satisfaction of the GSE Conditions, the GSE Restrictions require (a) GMICO to maintain 115% of PMIERs Minimum Required Assets through 2021, 120% during 2022 and 125% thereafter (unless our Parent owns directly or indirectly 70% or less of our common stock by December 31, 2021, in which case the GSE Restrictions require GMICO to maintain 115% of PMIERs Minimum Required Assets through 2022, 120% during 2023 and 125% thereafter), (b) the Company to retain available liquidity the greater of either 13.5% of outstanding EHI debt or $300 million of its holding company cash that can be drawn down exclusively for Company debt service or to contribute to GMICO to meet its regulatory capital needs including PMIERs, (c) prior written approval must be received from the GSEs before any additional debt issuance by either GMICO or the Company and (d) prior written approval must be received from Fannie Mae before either GMICO or the Company may make any loans to the Parent or GHI. In addition, GMICO is not permitted to make any dividends or distributions that would cause the PMIERs Available Assets to fall below the PMIERs Minimum Required Assets percentages set forth in clause (a) above. In addition, in calculating PMIERs Available Assets relative to any dividend or distribution, PMIERs Available Assets shall be calculated consistent with the capital preservation provisions of the PMIERs Amendment, and any amendments thereto. We distributed $437 million of the net proceeds from the 2025 Senior Notes to GHI at the closing of the offering of our 2025 Senior Notes. Our Parent has advised us that, pursuant to the AXA Settlement, GHI intends to repay or reduce upcoming debt maturities in an amount equal to the net proceeds of the offering of our 2025 Senior Notes (less certain amounts held back to fund interest payments and offering costs and expenses). In March 2021, our Parent sold all of its common shares in Genworth Mortgage Insurance Australia Limited (“GMA”), which resulted in a mandatory payment of approximately £178 million under the Promissory Note entered into in connection with the AXA Settlement, leaving a balance owed of approximately £247 million ($338 million), which is subject to increase. See "—Our Parent's indebtedness and potential liquidity constraints may negatively affect us." Until the GSE Conditions are met, EHI’s liquidity must not fall below 13.5% of its outstanding debt. The GSE Restrictions will remain effective until the GSE Conditions are met. Currently, our Parent expects to indirectly own at least 80% of EHI common stock following the consummation of this offering. However, if our Parent no longer owns directly or indirectly 50% or more of our common stock, Fannie Mae has agreed to reconsider the GSE Restrictions. In addition, we have also entered into a Tax Allocation Agreement with our Parent that depends on our Parent’s continuing ownership of at least 80% of our

common stock by both voting power and value. In the event that the Parent were to hold less than 80% of our common stock by either voting power or value, we would cease to be a member of the Genworth Consolidated Group and may be required to make a payment to the Parent in respect of tax benefits for which we received credit under the Tax Allocation Agreement, but which had not been utilized by the Genworth Consolidated Group at such time. These tax benefits would be available to reduce our tax liabilities in periods after we leave the Genworth Consolidated Group, subject to any applicable limitation that may apply with respect to such period or tax benefit.

Additional requirements or conditions imposed by the GSEs could limit our operating flexibility and the areas in which we may write new business and may adversely impact our competitive position and our business, the ability of our subsidiaries to pay dividends and our ability to pay down debts. See “Regulation—Agency Qualification Requirements” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Trends and Conditions.”

A deterioration in economic conditions or a decline in home prices may adversely affect our loss experience.

Losses in our mortgage insurance business generally result from events, such as a borrower’s reduction of income, unemployment, underemployment, divorce, illness, inability to manage credit, or a change in interest rate levels or home values, that reduce a borrower’s willingness or ability to continue to make mortgage payments. Rising unemployment rates and deteriorations in economic conditions, including as a result of COVID-19, across the United States or in specific regional economies, generally increase the likelihood of borrower defaults and can also adversely affect housing values, which increases our risk of loss. See “—The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines and other actions taken by governmental authorities in response to the pandemic.” An increase in interest rates typically leads to higher monthly payments for borrowers with existing adjustable rate mortgages (“ARMs”) and could materially impact the cost and availability of refinance options for borrowers. See “—Interest rates and changes in rates could materially adversely affect our business, results of operations and financial condition.” A decline in home values typically makes it more difficult for borrowers to sell or refinance their homes, increasing the likelihood of a default followed by a claim if borrowers experience a job loss or other life events that reduce their incomes or increase their expenses. In addition, declines in home values may also decrease the willingness of borrowers with sufficient resources to make mortgage payments when their mortgage balances exceed the values of their homes. Declines in home values typically increase the severity of any claims we may pay. Any of these events may have a material adverse effect on our business, results of operations and financial condition.

Housing values could also decline due to specific trends that would affect the housing and mortgage markets, such as decreased demand for homes, including as a result of social distancing and other measures put in place as a result of COVID-19, changes in homebuyers’ expectations for potential future home value appreciation, increased restrictions or costs for obtaining mortgage credit due to tightened underwriting standards, tax policy, regulatory developments, higher interest rates and customers’ liquidity issues. Declining housing values may impact the effectiveness of our loss management programs, eroding the value of mortgage collateral and reducing the likelihood that properties with defaulted mortgages can be sold for an amount sufficient to offset unpaid principal and interest losses.

The amount of the loss we could suffer depends in part on whether the home of a borrower who defaults on a mortgage can be sold for an amount that will cover the unpaid principal balance, interest and the expenses of the sale. In previous economic slowdowns in the United States, we experienced a pronounced weakness in the housing market, as well as declines in home prices. These economic slowdowns and the resulting impact on the housing market drove high levels of delinquencies. Mortgage forbearance programs and any delays in foreclosure processes, including foreclosure moratoriums

imposed by state and local governments due to COVID-19, could cause our losses to increase as expenses accrue for longer periods or if the value of foreclosed homes further decline during such delays; however, for new loans originated and insured on or after October 1, 2014, our mortgage insurance policies limit the number of months of unpaid interest and associated expenses that are included in the mortgage insurance claim amount to a maximum of 36 months. If we experience an increase in the number or the cost of delinquencies that are higher than expected, our business, results of operations and financial condition could be adversely affected.

We establish loss reserves when we are notified that an insured loan is in default, based on management's estimate of claim rates and claim sizes, which are subject to uncertainties and are based on assumptions about certain estimation parameters that may be volatile. As a result, the actual claim payments we make may materially differ from the amount of our corresponding loss reserves.

Our practice, consistent with industry practice and statutory accounting principles ("SAP") applicable to insurance companies, is to establish loss reserves in our consolidated U.S. GAAP financial statements based on claim rates and severity for loans that servicers have reported to us as being in default, which is typically after the second missed payment. We also establish incurred but not reported ("IBNR") reserves for estimated losses incurred on loans in default that have not yet been reported to us by servicers.

The establishment of loss reserves is subject to inherent uncertainty and requires significant judgment and numerous assumptions by management, and changes in assumptions or deviations of actual experience for assumptions can have material impacts on our loss reserves and net income (loss). Thus, our loss estimates may vary widely from quarter to quarter. We establish loss reserves using our best estimates of claim rates and severity to estimate the ultimate losses on loans reported to us as being in default as of the end of each reporting period. The sources of uncertainty affecting the estimates are numerous and include both internal and external factors. Internal factors include, but are not limited to, changes in the mix of exposures, loss mitigation activities and claim settlement practices. Significant external factors include changes in general economic conditions, including home prices, unemployment/underemployment, interest rates, tax policy, credit availability, government housing policies, government and GSE loss mitigation and mortgage forbearance programs, state foreclosure timelines, GSE and state foreclosure moratoriums and types of mortgage products. Because our assumptions relate to these factors that are not known in advance, change over time, are difficult to accurately predict and are inherently uncertain, we cannot determine with precision the ultimate amounts we will pay for actual claims or the timing of those payments. Even in a stable economic environment, the actual claim payments we make may be substantially different and even materially exceed the amount of our corresponding loss reserves for such claims. Small changes in assumptions or small deviations of actual experience from assumptions can have, and in the past have had, material impacts on our reserves, results of operations and financial condition.

In addition, sudden and/or unexpected deterioration of economic conditions, including as a result of COVID-19, may cause our estimates of loss reserves to be materially understated. Our results of operations, financial condition and liquidity could be adversely impacted if, and to the extent, our actual losses are greater than our loss and IBNR reserves.

As of December 31, 2020, we had established loss reserves and reported losses incurred for 44,904 primary loans in our delinquency inventory. This significant increase in loss reserves as compared to pre-COVID time periods was driven mostly by higher new delinquencies from borrower forbearance due to COVID-19. We expect a large portion of these delinquencies to cure; however, reserves recorded related to borrower forbearance rely on a high degree of estimation and assumptions that lack comparable historic data. Therefore, it is possible we could have higher contractual obligations related to these loss reserves if they do not cure as we expect. We expect that delinquencies will remain volatile and could increase or decrease depending on the level of economic recovery from COVID-19, including as a result of the continued elevated level of unemployment associated with changes in consumer behavior and initiatives intended to reduce the transmission of COVID-19. As a result, we expect our losses incurred

and loss reserves to be volatile in future periods. The impact of COVID-19 on the number of delinquencies, our losses incurred and loss reserves will be influenced by various factors, including those discussed in our risk factor titled "—The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines and other actions taken by governmental authorities in response to the pandemic."

Further, consistent with industry practice, our reserving method does not take account of losses that could occur from insured loans that are not in default. Thus, future potential losses that may develop from loans not currently in default are not reflected in our financial statements, except in the case where we are required to establish a premium deficiency reserve. As a result, future losses on loans that are not currently in default may have a material impact on our results of operations, financial condition and liquidity if, and when, such losses emerge.

We regularly review our reserves and associated assumptions as part of our ongoing assessment of our business performance and risks. If we conclude that our reserves are insufficient to cover actual or expected claim payments as a result of changes in experience, assumptions or otherwise, we would be required to increase our reserves and incur charges in the period in which we make the determination. The amounts of such increases may be significant and this could materially adversely affect our results of operations, financial condition and liquidity. For additional information on reserves, including the financial impact of some of these risks, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" and "Management's Discussion and Analysis of Financial Condition and Results of Operations—New Accounting Standards."

If the models used in our business are inaccurate or there are differences and/or variability in loss development compared to our model estimates and actuarial assumptions, it could have a material adverse effect on our business, results of operations and financial condition.

We employ models to, among other uses, price our mortgage insurance products, calculate reserves, value assets and generate projections used to estimate future pre-tax income, as well as to evaluate risk, determine internal capital requirements and perform stress testing. These models rely on estimates and projections that are inherently uncertain, may use data and/or assumptions that do not adequately reflect recent experience and relevant industry data, and may not operate as intended. The models require accurate data, including financial statements, credit reports or other financial information, and reliance on such data could result in unexpected losses, reputational damage or other effects that could have a material adverse effect on our business, results of operations and financial condition. In addition, if any of our models contain programming or other errors, are ineffective, use data provided by third parties that is incorrect, or if we are unable to obtain relevant data from third parties, our processes could be negatively affected. The models may prove to be less predictive than we expect for a variety of reasons, including economic conditions that develop differently than we forecast, unexpected economic and unemployment conditions that arise from pandemics such as COVID-19, changes in the law or in the PMIERs, issues arising in the construction, implementation, interpretation or use of the models or other programs, the use of inaccurate assumptions or use of short-term financial metrics that do not reveal long-term trends. The global nature of the COVID-19 pandemic, which resulted in FEMA-declared emergencies in all 50 states and the District of Columbia, is unprecedented and results in a lack of comparable data inputs for our models. As a result, our expectations based on our models may vary from our experiences in the context of other historical FEMA-declared emergencies that have been more localized. For example, the ultimate cure rate for loan defaults resulting from the pandemic may be lower than we have previously experienced in the context of other FEMA-declared emergencies and lower than our expectations. See "—The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines

and other actions taken by governmental authorities in response to the pandemic." The limitations of our models may be material and could lead us to make wrong or sub-optimal decisions in aspects of our business, which could have a material adverse effect on our business, results of operations and financial condition.

In addition, from time to time we seek to improve our actuarial and financial models, and the conversion process may result in material changes to assumptions and financial results. The models we employ are complex, which increases our risk of error in their design, implementation or use. The associated input data, assumptions and calculations, and the controls we have in place to mitigate these risks may not be effective in all cases. The risks related to our models often increase when we change assumptions and/or methodologies, add or change modeling platforms, or implement model changes under time constraints. These risks are exacerbated when the process for assumption changes strains our overall governance and timing around our financial reporting. We intend to continue developing our modeling capabilities. During or after the implementation of these enhancements, we may discover errors or other deficiencies in existing models, assumptions and/or methodologies. For example, in the future we may either use additional, more granular information we expect to receive through enhancements in our reserving model or we may employ more simplified reserving approaches, and either approach may cause us to refine or otherwise change existing assumptions and/or methodologies and thus associated product pricing and reserve levels, which in turn could have a material adverse effect on our business, results of operations and financial condition.

Competition within the mortgage insurance industry could result in the loss of market share, loss of customers, lower premiums, wider credit guidelines and other changes that could have a material adverse effect on our business, results of operations and financial condition.

The United States private mortgage insurance industry is highly competitive. We believe the principal competitive factors in the sale of our products are price, reputation, customer relationships, financial strength ratings and service.

There are currently six active mortgage insurers in the United States, including us. Competition on price remains highly competitive. We monitor various competitive, risk and economic factors while seeking to balance both profitability and market share considerations in developing our pricing strategies. We have at times and may again in the future reduce certain of our rates, which will reduce and has reduced our premium yield (net premiums earned divided by the average IIF) over time as older mortgage insurance coverage with higher premium rates run off and new mortgage insurance coverage with lower premium rates are written. In addition, as a result of the current macroeconomic environment and the COVID-19 pandemic, we have implemented pricing changes that we believe align our risk and return profile. See "—The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines and other actions taken by governmental authorities in response to the pandemic."

By mid-2019, the use of proprietary risk-based pricing models became widespread. As opposed to traditional rate card pricing, mortgage insurance premium rates in these risk-based plans are visible only to customers and cannot be seen by competitors. Mortgage insurance companies may view this lack of transparency as a means to gain market share by lowering price. Lack of pricing transparency could cause other mortgage insurance companies to respond aggressively and cause further lowering of premiums. However, risk-based plans are designed to also allow mortgage insurers to price risk more effectively and provide the ability to manage the credit risk and geographic makeup of their NIW.

In addition, not all of our mortgage insurance products have the same return on capital profile. To the extent that some of our competitors are willing to set lower pricing and accept lower returns than we find acceptable, we may lose business opportunities, and this may affect our overall business relationship with certain customers. If we, in response to competitor actions, lower pricing on these products, we will

experience a similar reduction in returns on capital. Depending upon the degree to which we undertake or match such pricing practices, there may be a material adverse impact on our business, results of operations and financial condition.

One or more of our competitors may seek to capture increased market share by reducing pricing, offering alternative coverage and product options, loosening their underwriting guidelines or relaxing risk management policies, any of which could improve their competitive positions in the industry and negatively impact our ability to achieve our business goals. Specifically, such competitive moves could result in a loss of customers, require us to lower premiums or adopt riskier credit guidelines in order to remain competitive, or implement other changes that could lower our revenues, increase the risk of the loans we insure or increase our expenses. If we are unable to compete effectively against our competitors and attract and retain our target customers, our revenue may be adversely impacted, which could adversely impact our financial condition, results of operations and ability to grow our business.

Changes to the role of the GSEs or to the charters or business practices of the GSEs, including actions or decisions to decrease or discontinue the use of mortgage insurance, could adversely affect our business, results of operations and financial condition.

The requirements and practices of the GSEs impact the operating results and financial performance of GSE-approved mortgage insurers, including us. Changes in the charters or business practices of either Fannie Mae or Freddie Mac could materially reduce the number of mortgages they purchase that are insured by us and consequently diminish our business valuation. The GSEs could be directed to make such changes by the FHFA, which was appointed as their conservator in September 2008 and has the authority to control and direct the operations of the GSEs.

With the GSEs in a prolonged conservatorship, there has been ongoing debate over the future role and purpose of the GSEs in the United States housing market. Congress may legislate, or the administration may implement through administrative reform, structural and other changes to the GSEs and the functioning of the secondary mortgage market. Since 2011, there have been numerous legislative proposals intended to incrementally scale back the GSEs (such as a statutory mandate for the GSEs to transfer mortgage credit risk to the private sector) or to completely reform the United States housing finance system. Congress, however, has not enacted any legislation to date. The proposals vary as to the government's role in the housing market, and more specifically, with regard to the existence of an explicit or implicit government guarantee.

Recently there has been an increased focus on and discussion of administrative reform independent of legislative action. Between FHFA and the United States Treasury Department (the "Treasury Department"), they possess significant capacity to effect administrative GSE reforms. On September 5, 2019, the Treasury Department released its Housing Reform Plan that included a compilation of legislative and administrative recommendations for reforms to achieve the goals of (i) ending the conservatorships of the GSEs, (ii) advancing competition in the housing finance market, (iii) setting regulations for the GSEs that provide for their safety and soundness and limit their risk to the financial stability of the United States and (iv) providing proper compensation to the United States government for any explicit or implicit support it provides to the GSEs. Additionally, the Director of the FHFA has publicly stated his priority for exiting the GSEs from conservatorship. In conjunction with preparing to release the GSEs from conservatorship, on January 14, 2021, the FHFA and the Treasury Department agreed to amend the Preferred Stock Purchase Agreements ("PSPAs") between the Treasury Department and each of the GSEs to increase the amount of capital each GSE may retain. In addition, among other things, the PSPAs limit the amount of certain mortgages the GSEs may acquire with two or more prescribed risk factors, including certain mortgages with combined loan-to-value ratios above 90%. Because these limits are based on the current market size, we do not expect any material impact to the private mortgage market in the near term. Under these PSPA amendments, the FHFA and the Treasury Department have agreed not to seek to terminate the GSEs from conservatorship unless, following the resolution of all litigation pending in connection with the conservatorship or the Treasury Department's net worth sweep, the GSEs maintain a specified level of common equity tier 1 capital. While we do not expect that such

restrictions will impact the GSEs' origination volume or our mortgage insurance business, other modifications to the PSPAs or a consent order that may place continuing restrictions on the GSEs post conservatorship remain possible. Also on January 14, 2021, the Treasury Department released a Blueprint on Next Steps for GSE Reform that generally reiterated its commitment to the goals in the Housing Reform Plan and to pursue additional reforms to facilitate an exit from conservatorship, including (i) building sufficient equity capital to facilitate the GSEs' ability to operate through a severe downturn, (ii) determining the optimal GSE capital structure, (iii) setting a commitment fee for ongoing support post-conservatorship, (iv) establishing appropriate pricing oversight and (v) reducing the market concentration of the GSEs.

As part of the process to potentially end the conservatorships of the GSEs, on December 17, 2020, the FHFA promulgated a final rule imposing a new capital framework on the GSEs, including risk-based and leverage capital requirements and capital buffers in excess of regulatory minimums that can be drawn down in periods of financial stress (the "Enterprise Capital Framework"). The Enterprise Capital Framework became effective on February 16, 2021. However, the GSEs will not be subject to any requirement under the Enterprise Capital Framework until the applicable compliance date. Compliance with the Enterprise Capital Framework, other than the requirements to maintain a prescribed capital conservation buffer amount ("PCCBA") and a prescribed leverage buffer amount ("PLBA"), is required on the later of (i) the date of termination of the conservatorship of a GSE and (ii) any later compliance date provided in a consent order or other transition order applicable to such GSE. FHFA contemplates that the compliance dates for the PCCBA and the PLBA will be the date of termination of the conservatorship of a GSE. The Enterprise Capital Framework's advanced approaches requirements will be delayed until the later of (i) January 1, 2025 and (ii) any later compliance date provided by a transition order applicable to such GSE. The Enterprise Capital Framework significantly increases capital requirements and reduces capital credit on CRT transactions as compared to the previous framework. The final rule could cause the GSEs to increase their guarantee pricing in order to meet the new capital requirements. If the GSEs increase their guarantee pricing in order to meet the higher capital requirements, that increase could have a negative impact on the private mortgage insurance market and our business. Furthermore, higher GSE capital requirements could ultimately lead to increased costs to borrowers for GSE loans, which in turn could shift the market away from the GSEs to the FHA or lender portfolios. Such a shift could result in a smaller market size for private mortgage insurance. This rule could also accelerate the recent diversification of the GSE's risk transfer programs to encompass a broader array of instruments beyond private mortgage insurance, which could adversely impact our business. Additionally, the Supreme Court of the United States heard challenges on December 9, 2020 to the FHFA's single director structure and the Treasury Department's net worth sweep under the PSPA, with decisions not likely until the spring 2021 term, which could impact the federal government's efforts to reform the federal housing system, including exiting the GSEs from conservatorship.

The adoption of any GSE reform, whether through legislation or administrative action, could impact the current role of private mortgage insurance as credit enhancement, including its reduction or elimination, which would have an adverse effect on our business, revenue, results of operations and financial condition. At present, it is uncertain what role private capital, including mortgage insurance, will play in the United States residential housing finance system in the future or the impact any changes to that system could have on our business. Any changes to the charters or statutory authorities of the GSEs would require congressional action to implement. Passage and timing of any comprehensive GSE reform or incremental change (legislative or administrative) is uncertain, making the actual impact on us and our industry difficult to predict. Any such changes that come to pass could have a material adverse impact on our business, results of operations and financial condition.

In recent years, the FHFA has set goals for the GSEs to transfer significant portions of the GSEs' mortgage credit risk to the private sector. This mandate builds upon the goals set in each of the last five years for the GSEs to increase the role of private capital by experimenting with different forms of transactions and structures. We have participated in these CRT programs developed by Fannie Mae and Freddie Mac on a limited basis. In 2018, Fannie Mae and Freddie Mac announced the launch of limited

pilot programs, Integrated Mortgage Insurance ("IMAGIN") and Enterprise Paid Mortgage Insurance ("EPMI"), respectively, as alternative ways for lenders to sell to the GSEs loans with LTV ratios greater than 80%. These investor-paid mortgage insurance programs, in which insurance is acquired directly by each GSE, have many of the same features and represent an alternative to traditional private mortgage insurance products that are provided to individual lenders. Participants in IMAGIN and EPMI are not subject to compliance with the current PMIERs, a disparity that may create a competitive disadvantage for private mortgage insurers if these pilot programs are expanded. To the extent these credit risk products evolve in a manner that displaces primary mortgage insurance coverage, the amount of insurance we write may be reduced. It is difficult to predict the impact of alternative CRT products, if any, that are developed to meet the goals established by the FHFA. In addition, the Enterprise Capital Framework that was promulgated on December 17, 2020 may impact the CRT programs developed by Fannie Mae and Freddie Mac and/or the role of private mortgage insurance as credit enhancement by potentially accelerating the recent diversification of the GSE's risk transfer programs to encompass a broader array of instruments, beyond private mortgage insurance.

Fannie Mae and Freddie Mac also possess substantial market power, which enables them to influence our business and the mortgage insurance industry in general. Although we actively monitor and develop our relationships with Fannie Mae and Freddie Mac, a deterioration in any of these relationships, or the loss of business or opportunities for new business, could have a material adverse effect on our business, results of operations and financial condition.

The amount of mortgage insurance we write could decline significantly if alternatives to private mortgage insurance are used or lower coverage levels of mortgage insurance are selected.

There are a variety of alternatives to private mortgage insurance that may reduce the amount of mortgage insurance we write. These alternatives include:

- originating mortgages that consist of two simultaneous loans, known as "simultaneous seconds" comprising a first mortgage with a LTV ratio of 80% and a simultaneous second mortgage for the excess portion of the loan, instead of a single mortgage with a LTV ratio of more than 80%;
- using government mortgage insurance programs;
- holding mortgages in the lenders' own loan portfolios and self-insuring;
- using programs, such as those offered by Fannie Mae and Freddie Mac, requiring lower mortgage insurance coverage levels;
- originating and securitizing loans in MBS whose underlying mortgages are not insured with private mortgage insurance or which are structured so that the risk of default lies with the investor, rather than a private mortgage insurer; and
- using risk-sharing insurance programs, credit default swaps or similar instruments, instead of private mortgage insurance, to transfer credit risk on mortgages.

The degree to which lenders or borrowers may select these alternatives now, or in the future, is difficult to predict. The performance and resiliency of the private mortgage insurance industry through COVID-19 could impact the perception of the industry and private mortgage insurance execution as the primary choice of first-loss credit protection, which could influence the popularity of alternative forms of mortgage insurance in the future. As one or more of the alternatives described above, or new alternatives that enter the market, are chosen over private mortgage insurance, our revenues could be adversely impacted. The loss of business in general or the specific loss of more profitable business could have a material adverse effect on our business, results of operations and financial condition.

Our reliance on customer relationships could cause us to lose significant sales if one or more of those relationships terminate or are reduced.

Our business depends on our relationships with our customers, including relationships with large lending customers. Our largest customer accounted for 12% of our total NIW during 2020 and our top five customers generated 28% of our NIW during 2020. Our inability to maintain our relationship with one or more of these customers could have an adverse impact on our NIW in the future. See "—Changes in the composition of our business or undue concentration by customer, geographic region or product type may adversely affect us by increasing our exposure to adverse performance of a small segment of our overall business." Our customers place insurance with us directly on loans they originate and indirectly through purchases of loans that already have our mortgage insurance coverage. Our relationships with our customers may influence both the amount of business they do with us directly and their willingness to continue to approve us as a mortgage insurance provider for loans that they purchase. Maintaining our business relationships and business volumes with our largest lending customers remains critical to the success of our business.

We cannot be certain that any loss of business from significant customers, or any single customer, would be replaced by business from other customers, existing or new. As a result of market conditions or changed regulatory requirements, our lending customers may decide to write business only with a limited number of mortgage insurers or only with certain mortgage insurers, based on their views with respect to an insurer's pricing, service levels, underwriting guidelines, loss mitigation practices, financial strength, ratings, mechanisms of credit enhancements or other factors, including our customers' perceptions of the strength of our Parent and its other subsidiaries. See "—Our reputation and ratings could be affected by issues affecting our Parent in a way that could materially and adversely affect our business, financial condition, liquidity and prospects."

Changes in the composition of our business or undue concentration by customer, geographic region or product type may adversely affect us by increasing our exposure to adverse performance of a small segment of our overall business.

Our largest customer accounted for 12% of our total NIW during 2020. No other customer exceeded 10% of our NIW during 2020 and one customer accounted for 16% of our NIW during 2019. Additionally, no customer had earned premiums that accounted for more than 10% of our total revenues for the years ended December 31, 2020 and 2019. Changes in our ability to attract and retain a diverse customer base, and avoid undue concentration by geographic region, customer or product type may adversely affect our business, results of operations and financial condition.

In the past, regional housing markets have experienced changes in home prices and unemployment at different rates and to different extents. In addition, certain geographic regions have experienced local recessions, falling home prices and rising unemployment based on economic conditions that did not impact, or impacted to a lesser degree, other geographic regions or the overall United States economy. See "—A deterioration in economic conditions or a decline in home prices may adversely affect our loss experience." Geographic concentration in our mortgage portfolio therefore increases our exposure to losses due to localized economic conditions. This risk may be exacerbated by a disproportionate impact of COVID-19 in certain regions of the country. We seek to diversify our insured loan portfolio geographically; however, customer concentration might lead to concentrations in specific regions in the United States. If we do not adequately maintain the geographic diversity of our portfolio, we could be exposed to greater losses. Also, customer concentration may adversely affect our financial condition if a significant customer chooses to increase its use of other mortgage insurers, merges with a competitor or exits the mortgage finance business, chooses alternatives to mortgage insurance, or experiences a decrease in their business. For a more detailed discussion regarding the risk of customer concentration, see "—Our reliance on customer relationships could cause us to lose significant sales if one or more of those relationships terminate or are reduced."

Prior to COVID-19, traditional measures of credit quality, such as FICO score and whether a loan had a prior delinquency were most predictive of new delinquencies. Because the pandemic has affected a broad portion of the population, attribution analysis of new delinquencies revealed that additional factors such as higher DTI ratios, geographic regions more affected by the virus or with a higher concentration of affected industries, loan size, and servicer process differences rose in significance. Although we attempt to incorporate these higher expected claim rates into our models, there can be no assurance that the premiums earned and the associated investment income will be adequate to compensate for actual losses under our current underwriting requirements.

Our risk management programs may not be effective in identifying or adequate in controlling or mitigating the risks we face.

We have developed risk management programs that include risk appetite, limits, identification, quantification, governance, policies and procedures and seek to appropriately identify, monitor, measure, control, mitigate and report the types of risks to which we are subject. We regularly review our risk management programs and work to update them on an ongoing basis to be consistent with then current best market practices. However, our risk management programs may not fully control or mitigate all the risks we face or anticipate all potential material negative events.

Many of our methods for managing certain financial risks (e.g., credit, market and insurance risks) are based on observed historical market behaviors and/or historical, statistically-based models. Historical measures may not accurately predict future exposures, which could be significantly greater than historical measures have indicated. We have also established internal risk limits based upon these historical, statistically-based models and we monitor compliance with these limits. Our internal risk limits may be insufficient and our monitoring may not detect all violations (inadvertent or otherwise) of these limits. Other risk management methods are based on our evaluation of information regarding markets, customers and customer behavior, macroeconomic and environmental conditions, pandemics such as COVID-19, catastrophic occurrences and potential changing paradigms that are publicly available or otherwise accessible to us. See “Business—Risk Management.” This collective information may not always be accurate, complete, up to date or properly considered, interpreted or evaluated in our analyses. Moreover, the models and other parts of our risk management programs we rely on in managing various aspects of our business may prove to be less predictive than we expect. See “—If the models used in our business are inaccurate or there are differences and/or variability in loss development compared to our model estimates and actuarial assumptions, it could have a material adverse effect on our business, results of operations and financial condition.” The limitations of our models and other parts of our risk management programs may be material, and could lead us to make wrong or sub-optimal decisions in managing our risk and other aspects of our business, either of which could have a material adverse effect on our business, results of operations, and financial condition.

Management of operational, legal, franchise and regulatory risks requires, among other things, methods to appropriately identify all such key risks, systems to record incidents and policies and procedures designed to mitigate, detect, record and address all such risks and occurrences. Management of technology risks requires methods to ensure our systems, processes and people are maintaining the confidentiality, availability and integrity of our information, ensuring technology is enabling our overall strategy, and our ability to comply with applicable laws and regulations. If our risk management framework does not effectively identify, measure and control our risks, we could suffer unexpected losses or be adversely affected, which could have a material adverse effect on our business, results of operations and financial condition.

We employ various strategies, including CRT transactions, which include traditional reinsurance and the issuance of MILNs, to mitigate financial risks inherent in our business and operations. Such transactions may not always be available to us, but when they are, they subject us to counterparty credit risk. The execution of these strategies also introduces operational risks and considerations. Developing effective strategies for dealing with these risks is a complex process, and no strategy can fully insulate us from those financial risks. See “—CRT transactions may not be available, affordable or adequate to

protect us against losses" and "—Defaults by counterparties to our CRT transactions or defaults by us on agreements we have with these counterparties, may expose us to risks we sought to mitigate, which could have a material adverse effect on our financial condition or results of operations."

We may choose to retain certain levels of financial and/or non-financial risk, even when it is possible to mitigate these risks. The decision to retain certain levels of financial risk is predicated on our belief that the expected future returns that we will realize from retaining the risk, in relation to the level of risk retained, is favorable, but our expectations may be incorrect and we may incur material losses or suffer other adverse consequences that arise from the retained risk.

Our performance is highly dependent on our ability to manage risks that arise from day-to-day business activities, including underwriting, claims processing, administration and servicing, execution of our investment strategy, actuarial estimates and calculations, financial and tax reporting and other activities, many of which are very complex. We seek to monitor and control our exposure to risks arising out of or related to these activities through a variety of internal controls, management review processes and other mechanisms. However, the occurrence of unforeseen events, such as COVID-19, or the occurrence of events of a greater magnitude than expected, including those arising from inadequate or ineffective controls, a failure in processes, procedures or systems implemented by us or a failure on the part of employees upon which we rely, may have a material adverse effect on our business, results of operations and financial condition.

Past or future misconduct by our employees or employees of our vendors or suppliers could result in violations of laws by us, regulatory sanctions against us and/or serious reputational, legal or financial harm to our business, and the precautions we employ to prevent and detect this activity may not be effective in all cases. Although we employ controls and procedures designed to monitor the business decisions and activities of these individuals to prevent us from engaging in inappropriate activities, excessive risk taking, fraud or security breaches, these individuals may undertake these activities or risks regardless of our controls and procedures and such controls and procedures may fail to detect all such decisions and activities. Our compensation policies and procedures are reviewed by us as part of our overall risk management program, but it is possible that such compensation policies and practices could inadvertently incentivize excessive or inappropriate risk taking. If these individuals take excessive or inappropriate risks, those risks could harm our reputation and have a material adverse effect on our business, results of operations and financial condition.

The extent of the benefits we realize from loss mitigation actions or programs in the future may be limited compared to years past.

As part of our loss mitigation efforts, we periodically investigate insured loans and evaluate the related servicing to ensure compliance with applicable guidelines and to detect possible fraud or misrepresentation. As a result, we have rescinded, and may in the future rescind, coverage on loans that do not meet our guidelines. In the past, we recognized significant benefits from taking action on these investigations and evaluations under our master policies. However, the PMIERs rescission relief principles, which have been incorporated into our mortgage insurance policies since 2014, limit our rescission rights for underwriting defects, misrepresentation, and in other circumstances, such as in cases where the borrower makes a certain number of timely mortgage payments. Therefore, we may not recognize the same level of future benefits from rescission actions as we have in years prior to 2014, potentially resulting in higher losses than under our older master policies. In addition, our rescission rights and certain other rights have temporarily become more limited due to accommodations we have made in connection with COVID-19. On April 17, 2020, we announced that we will not make loans ineligible for rescission relief in certain circumstances where the failure to make payments was associated with a COVID-19-related forbearance. On September 30, 2020, GMICO entered into the COVID-19 Master Policy Alternatives, Extensions and Flexibilities Agreements with the GSEs (collectively, the "Master Policy Alternatives Agreement"), pursuant to which GMICO agreed to temporarily waive or grant alternatives, extensions and flexibilities around various requirements included in certain policies owned by the GSEs. The Master Policy Alternatives Agreement includes several provisions aimed at avoiding claim

denial and cancellation of coverage resulting from the COVID-19 pandemic. The Master Policy Alternatives Agreement expired on March 31, 2021 and the parties are engaging in discussions regarding an extension of the Master Policy Alternatives Agreement. See “Regulation—Agency Qualification Requirements.” The mortgage finance industry (with government support) has adopted various programs to modify delinquent loans to make them more affordable to borrowers with the goal of reducing the number of foreclosures. Our master policies contain covenants that require cooperation and loss mitigation by the insured. The effect on us of a loan modification depends on re-default rates, which can be affected by factors such as changes in home values and unemployment. Our estimates of the number of loans qualifying for modification programs is based on management’s judgment as informed by past experience and current market conditions but are inherently uncertain. We cannot predict what the actual volume of loan modifications will be or the ultimate re-default rate, and therefore, we cannot be certain whether these efforts will provide material benefits to us.

Interest rates and changes in rates could materially adversely affect our business, results of operations and financial condition.

Declining interest rates historically have increased the rate at which borrowers refinance their existing mortgages, thereby resulting in cancellations of the mortgage insurance covering existing loans. Declining interest rates have also contributed to home price appreciation, which may provide borrowers with the option of cancelling mortgage insurance coverage earlier than we anticipated when we priced that coverage. In addition, during 2020, as a result of the low interest rate environment, our business experienced a decline in primary persistency rates. For example, our primary persistency rate was 59% for the year ended December 31, 2020, compared to 76% for the year ended December 31, 2019. Lower primary persistency rates result in reduced IIF and earned premiums, which could have a significant adverse impact on our results of operations. The impact of COVID-19 on our business is difficult to predict and will depend on a variety of factors, such as the duration of the pandemic and the shape of economic recovery among other mitigation actions; however, it is possible that the effects of COVID-19 could have a material adverse effect on our business, results of operations and financial condition. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations— Trends and Conditions” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations and Key Metrics—Key Metrics.”

Rising interest rates generally reduce the volume of new mortgage originations and refinances. A decline in the volume of new or refinance mortgage originations would have an adverse effect on our NIW, which may in turn decrease our earned premiums. Rising interest rates also can increase the monthly mortgage payments for homeowners with insured loans that have ARMs that could have the effect of increasing default rates on ARM loans, thereby increasing our exposure on our mortgage insurance coverage. Higher interest rates can lead to an increase in defaults as borrowers at risk of default will find it harder to qualify for a replacement loan.

In addition, interest rate fluctuations could also have an adverse effect on the results of our investment portfolio. During periods of declining market interest rates, the interest we receive on variable interest rate investments decreases. In addition, during those periods, we reinvest the cash we receive as interest or return of principal on our investments in lower-yielding high-grade instruments or in lower-credit investment grade instruments to maintain comparable returns. Issuers of fixed-income securities may also decide to prepay their obligations in order to borrow at lower market rates, which exacerbates the risk that we have to invest the cash proceeds of these securities in lower-yielding or lower-credit investment grade instruments. During periods of increasing interest rates, market values of lower-yielding instruments will decline. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Quantitative and Qualitative Disclosures About Market Risk” for additional information about interest rate risk.

We may be unable to maintain or increase the capital needed in our business in a timely manner, on anticipated terms or at all, including through improved business performance, CRT transactions, securities offerings or otherwise, in each case as and when required.

We may require incremental capital to support our growth and to meet regulatory or GSE capital requirements, to comply with rating agency criteria to maintain ratings, to repay our debt and to operate and meet unexpected cash flow obligations. If we need additional capital in the future, we may not be able to fund or raise the required capital as and when required and the amount of capital required may be higher than anticipated. Additionally, as a result of the AXA Settlement (as defined herein), our Parent may need to obtain consent from AXA for our Parent or us, as applicable, to retain any funds raised to meet our capital needs above certain thresholds during the term of the Promissory Note (as defined herein), and absent any such consent our Parent may be required to pay all or a portion of such funds raised over to AXA or may not be able to raise such funds at all. Our inability to fund or raise the capital required in the anticipated timeframes and on the anticipated terms, could have a material adverse impact on our business, results of operations and financial condition, including causing us to reduce our business levels or be subject to a variety of regulatory actions.

As of December 31, 2020, we met the PMIERs financial and operational requirements, based in part on our entry into a series of CRT transactions. As of December 31, 2020, we had available assets of $4,588 million against $3,359 million net required assets under PMIERs, compared to available assets of $3,811 million against $2,754 million net required assets as of December 31, 2019. The estimated sufficiency above the published PMIERS financial requirements as of December 31, 2020 was $1,229 million or 137%, compared to $1,057 million above the published PMIERs requirements as of December 31, 2019, resulting in a PMIERs sufficiency ratio of 137% and 138% as of December 31, 2020 and 2019, respectively, which, was above the requirement imposed by the GSE Restrictions that required us to maintain a PMIERs sufficiency ratio of 115% in 2020. For information with respect to higher PMIERs sufficiency ratios in future periods as a result of the GSE Restrictions, see “Risk Factors—Risks Relating to Our Business— If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs’ interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition.” In addition, our PMIERs required assets as of December 31, 2020 benefited from the application of a 0.30 multiplier applied to the risk-based required asset amount factor for certain non-performing loans. On June 29, 2020, the GSEs released the PMIERs Amendment. In September 2020, the GSEs issued an amended and restated version of the PMIERs Amendment that clarifies Section I (Risk-Based Required Asset Amount Factors), which became effective retroactively on June 30, 2020, and includes a new Section V (Delinquency Reporting), which became effective on December 31, 2020. On December 4, 2020, the GSEs issued a revised and restated version of the PMIERs Amendment that revised and replaced the version issued in September 2020. The December 4, 2020 version extended the application of reduced PMIERs capital factors to each non-performing loan that has an initial missed monthly payment occurring on or after March 1, 2020 and prior to April 1, 2021 and capital preservation period from March 31, 2021 to June 30, 2021. See “Regulation—Agency Qualification Requirements.” In order to continue to provide a prudent level of financial flexibility in connection with the current PMIERs capital requirements, and given the dynamic nature of asset and liability valuations, requirement changes over time, and recent conditions and restrictions imposed on us by the GSEs, we may be required to execute future capital transactions, including additional CRT transactions and other transactions with third parties to provide additional capital.

However, the implementation of any further CRT transactions or other transactions with third parties to provide additional capital depends on a number of factors, including but not limited to: market conditions, necessary third-party approvals (including approval by regulators and the GSEs) and other factors that are outside of our control. Therefore, we cannot be sure we will be able to implement successfully these actions on the timetable and terms acceptable to us or at all or achieve the anticipated

benefits. We also cannot be sure we will be able to meet any additional capital requirements imposed by regulators or the GSEs. See "—CRT transactions may not be available, affordable or adequate to protect us against losses" and "—If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition."

In order to preserve certain tax benefits it obtains from consolidation, our Parent is expected to hold at least 80% of our common stock. Thus, our ability to raise additional capital by issuing stock to third parties will be limited. See "Risks Relating to Taxation—Our Parent is expected to retain at least 80% ownership of our common stock to preserve the value of our Parent's future expected tax losses, which will limit our ability to raise additional capital by issuing common stock to third parties."

CRT transactions may not be available, affordable or adequate to protect us against losses.

As part of our overall risk and capital management strategy, we use CRT transactions. These transactions enable our mortgage insurance business to transfer risks in exchange for some of the associated economic benefits and, as a result, improve our PMIERs and other regulatory RTC measurements and manage risk to within our anticipated tolerance level. See "Business—Credit Risk Transfer."

The availability and cost of CRT transactions may be impacted by conditions beyond our control, such as market conditions that result in higher rates of unemployment or a significant negative impact on the United States housing market, including those caused by COVID-19. For example, CRT transactions have been more costly to obtain following the economic downturn caused by COVID-19. In particular, the market uncertainty caused by COVID-19 has resulted in higher prices for our MILN and XOL reinsurance transactions. Accordingly, we incurred higher expenses associated with CRT transactions during 2020 for a variety of reasons, including COVID-19 and may be unable to obtain new transactions on acceptable terms, or at all in the future. Absent the availability and affordability to enter into new CRT transactions, our ability to obtain PMIERs or statutory credit for new transactions could be adversely impacted or could require us to make capital contributions to maintain regulatory capital requirements. See "—If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition."

Defaults by counterparties to our CRT transactions or defaults by us on agreements we have with these counterparties, may expose us to risks we sought to mitigate, which could have a material adverse effect on our financial condition or results of operations.

Many of the CRT transactions we execute expose us to credit risk in the event of default of our counterparties or a change in collateral value. For instance, traditional reinsurance does not relieve us of our direct liability to our policyholders, even when the reinsurer is liable to us. Accordingly, we bear credit risk with respect to our reinsurers. We cannot be sure that our reinsurers will pay amounts owed to us now or in the future or that they will pay these amounts on a timely basis. A reinsurer's insolvency, inability or unwillingness to make payments under the terms of its reinsurance agreement with us could have a material adverse effect on our financial condition or results of operations. Collateral is often posted by the counterparty to offset this risk; however, we bear the risk that the collateral declines in value or otherwise is inadequate to fully compensate us in the event of a default.

Adverse rating agency actions have resulted in a loss of business and adversely affected our business, results of operations and financial condition, and future adverse rating agency actions could have a further and more significant adverse impact on us.

Financial strength ratings, which various rating agencies publish as measures of an insurance company's ability to meet obligations, are important to maintaining public confidence in our mortgage insurance coverage and our competitive position. In assigning financial strength ratings, we believe the rating agencies consider several factors, including but not limited to, the adequacy of the mortgage insurer's capital to withstand high claim scenarios, a mortgage insurer's historical and projected operating performance, a mortgage insurer's enterprise risk management framework, parent company financial strength, business outlook, competitive position, management, and corporate strategy. The rating agency issuing the financial strength rating can withdraw or change its rating at any time.

Under PMIERs, the GSEs require maintenance of at least one rating with a rating agency acceptable to the respective GSEs. The current PMIERs do not include a specific ratings requirement with respect to eligibility, but if this were to change in the future, we may become subject to a ratings requirement in order to retain our eligibility status under PMIERs. Ratings downgrades that result in our inability to insure new mortgage loans sold to the GSEs, or the transfer by the GSEs of our existing policies to an alternative mortgage insurer, would have a material adverse effect on our business, results of operations and financial condition.

Currently, we have financial strength ratings below our competitors. Moreover, on May 15, 2020, Standard & Poor's changed the outlook for our principal insurance subsidiary, GMICO, from Creditwatch Developing to Creditwatch Negative. Any assigned financial strength rating that remains below our peers or a further downgrade in our financial strength ratings, or the announcement of a potential downgrade could hinder our competitiveness in the marketplace and could have a material adverse impact on our business, results of operations and financial condition in many ways, including: (i) increasing scrutiny of us and our financial condition by the GSEs and/or our customers, potentially resulting in a decrease in the amount of our NIW or, in the most severe case, the cessation of writing new business altogether, or limiting the business opportunities we are presented with and (ii) requiring us to reduce the premiums that we charge for mortgage insurance or introduce new products and services in order to remain competitive. Further, our relationships with our customers may be adversely affected by the ratings assigned to our Parent or its other operating subsidiaries, which may be impacted by factors such as any risk or perceived risk regarding our Parent's liquidity and its (or its affiliates) ability to meet obligations as they become due, which could have a material adverse effect on our business, results of operations and financial condition. See "—Our reputation and ratings could be affected by issues affecting our Parent in a way that could materially and adversely affect our business, financial condition, liquidity and prospects."

Further, a rating is based on information furnished by us or obtained by the relevant rating agency from its own sources and is subject to revision, suspension or withdrawal by the rating agency at any time. Rating agencies may review the ratings assigned to us due to developments that are beyond our control and any anticipated positive changes in ratings, including any improvement in the ratings assigned to us by one or more nationally recognized ratings agencies as a result of this offering, may never develop or be realized.

The amount of statutory capital that our insurance subsidiaries have and the amount of statutory capital that they must hold to maintain their financial strength ratings and meet other requirements can vary significantly from time to time due to a number of factors outside of our control.

The financial strength ratings of our insurance subsidiaries are significantly influenced by their statutory surplus amounts, statutory contingency reserve amounts, and capital adequacy ratios. The statutory capital adequacy ratio is known as the RTC ratio, of which the numerator consists of RIF and the denominator consists of the sum of (i) statutory surplus and (ii) the statutory contingency reserve. In any particular year, statutory surplus amounts, statutory contingency reserve amounts, and the RTC ratio may

increase or decrease depending on a variety of factors, most of which are outside of our control, including, but not limited to, the following:

- the amount of statutory income or losses generated by our insurance subsidiaries (which itself is sensitive to equity market and credit market conditions);
- the amount of insurance we onboard;
- the amount of additional capital our insurance subsidiaries must hold to support business growth;
- changes in statutory accounting or reserve requirements applicable to our insurance subsidiaries;
- our ability to access capital markets to provide reserve and surplus relief;
- changes in equity market levels;
- the value of certain fixed-income and equity securities in our investment portfolio;
- changes in the credit ratings of investments held in our portfolio;
- the value of certain derivative instruments;
- changes in interest rates;
- credit market volatility; and
- changes to the maximum permissible RTC ratio.

We compete with government-owned enterprises and GSEs, and this may put us at a competitive disadvantage on pricing and other terms and conditions.

We compete with the FHA and the United States Department of Veteran Affairs (the "VA"), as well as certain local-and state-level housing finance agencies. Separately, the GSEs compete with us through certain of their risk-sharing insurance programs. Those competitors may establish pricing terms and business practices that may be influenced by motives such as advancing social housing policy or stabilizing the mortgage lending industry. Those motives may not be consistent with maximizing return on capital or other profitability measures. In addition, those governmental enterprises typically do not have the same capital requirements or costs of capital that we and other mortgage insurance companies have and therefore may have financial flexibility in their pricing and capacity that could put us at a competitive disadvantage. In the event that a government-owned enterprise or GSE in one of our markets determines to change prices significantly or alter the terms and conditions of its mortgage insurance or other credit enhancement products in furtherance of social or other goals rather than a profit or risk management motive, we may be unable to compete in that market effectively, which could have a material adverse effect on our business, results of operations and financial condition. See "—Changes to the role of the GSEs or to the charters or business practices of the GSEs, including actions or decisions to decrease or discontinue the use of mortgage insurance, could adversely affect our business, results of operations and financial condition."

Our success depends, in part, on our ability to manage risks in our investment portfolio. Our valuation of fixed maturity, equity and trading securities uses methodologies, estimations and assumptions that are subject to change and differing interpretations that could result in changes to investment valuations that may materially adversely affect our business, results of operations and financial condition.

Income from our investment portfolio is a source of cash to support our operations and make claims payments. If we or our investment managers improperly structure our investments to meet those future liabilities or we have unexpected losses, including losses resulting from the forced liquidation of investments before their maturity, we may be unable to meet those obligations. Our investments and

investment policies are subject to state insurance laws, which results in our portfolio being predominantly limited to highly rated fixed income securities. If interest rates rise, the market value of our investment portfolio would decrease, which may adversely affect our business, results of operations, financial condition and liquidity. See "—Interest rates and changes in rates could materially adversely affect our business, results of operations and financial condition."

We report fixed maturity, equity and trading securities at fair value on our consolidated balance sheets. These securities represent the majority of our total cash, cash equivalents, restricted cash and invested assets. Our portfolio of fixed maturity securities consists primarily of investment grade securities. Estimates of fair values for fixed maturity securities are obtained primarily from industry-standard pricing methodologies utilizing market observable inputs. For our less liquid securities, such as our privately placed securities, we utilize independent market data to employ alternative valuation methods commonly used in the financial services industry to estimate fair value. Based on the market observability of the inputs used in estimating the fair value, the pricing level is assigned. Valuations use inputs and assumptions that are not always observable or may require estimation; valuation methods may be complex and may also require estimation, thereby resulting in values that are less certain and may vary significantly from the value at which the investments may be ultimately sold. The methodologies, estimates and assumptions we use in valuing our investment securities evolve over time and are subject to different interpretation (including based on developments in relevant accounting literature), all of which can lead to changes in the value of our investment securities. Rapidly changing and unanticipated interest rate movements, as well as external macroeconomic, credit and equity market conditions could materially impact the valuation of investment securities as reported within our consolidated financial statements, and the period-to-period changes in value could vary significantly. Decreases in value may have a material adverse effect on our business, results of operations and financial condition.

We may be forced to change our investments or investment policies depending upon regulatory, economic and market conditions, and our existing or anticipated financial condition and operating requirements, including the tax position, of our business. As a result, our investment objectives may not be achieved, which could have a material adverse effect on our business, results of operations and financial condition.

Our business, results of operations and financial condition could be adversely impacted if, and to the extent that, the Consumer Financial Protection Bureau's final rule defining a QM results in a reduction of the size of the origination market or creates incentives to use government mortgage insurance programs.

The Dodd-Frank Act established the CFPB to regulate the offering and provision of consumer financial products and services under federal law, including residential mortgages, and generally requires creditors to make a reasonable, good faith determination of a consumer's ability to repay any consumer credit transaction secured by a dwelling prior to effecting such transaction (the "ATR Requirement"). A subset of mortgages within the ATR Requirement are known as QMs, which generally are defined as loans without certain risky features. The CFPB is authorized to issue the regulations governing a good faith determination; the Dodd-Frank Act, however, provides a statutory presumption of eligibility of loans that satisfy the QM definition. The CFPB's final rule defining what constitutes a QM (the "QM Rule") provides that a QM loan exists if, among other factors:

- the term of the loan is less than or equal to 30 years;
- there are no negative amortization, interest only or balloon features;
- the lender properly documents the loan in accordance with the requirements;
- the total "points and fees" do not exceed certain thresholds (generally 3% of the total loan amount); and
- the total DTI Ratio of the borrower does not exceed 43%.

The QM Rule provides a “safe harbor” for QM loans with annual percentage rates (“APRs”) below the threshold of 150 basis points over the Average Prime Offer Rate and a “rebuttable presumption” for QM loans with an APR above that threshold.

The Dodd-Frank Act separately granted statutory authority to the United States Department of Housing and Urban Development Administration (“HUD”) (for FHA-insured loans), the VA (for VA-guaranteed loans) and certain other government agency insurance programs to develop their own definitions of a QM in consultation with the CFPB. Under both the FHA’s and the VA’s QM standards, certain loans that would not qualify as QM loans in the conventional market would still be deemed to be QM loans if insured or guaranteed by the FHA and the VA. As a result, lenders may favor the use of FHA-or VA-insurance to achieve the legal protections of making a QM loan through these agencies, even if the same loan could be made at the same or lower cost to the borrower using private mortgage insurance, which could adversely impact our business, results of operations and financial condition. To the extent that the other government agencies adopt their own definitions of a QM loan that are more favorable to lenders and mortgage holders than those applicable to the market in which we operate, our business, results of operations and financial condition may be adversely affected.

The QM Rule also provides for a second temporary category with more flexible requirements if the loan is eligible to be (i) purchased or guaranteed by the GSEs while they are in conservatorship, which represents the overwhelming majority of our business, or (ii) insured by the FHA, the VA, the Department of Agriculture (the “USDA”) or the Rural Housing Service (“RHS”). The second temporary category still requires that loans satisfy certain criteria, including the requirement that the loans are fully amortizing, have terms of 30 years or less and have points and fees representing 3% or less of the total loan amount. This temporary QM category is known as the “QM Patch.”

On December 29, 2020, the CFPB promulgated two final rules (i) one rule amending the QM Rule (the QM Rule, as amended, the “Amended QM Rule”) and (ii) one rule adding a “seasoning” approach to the QM “safe harbor” (the “Seasoned QM Final Rule”). The effective date of both rules was March 1, 2021, with a mandatory compliance date for the Amended QM Rule of July 1, 2021. However, on February 23, 2021, the CFPB published a statement entitled “Statement on Mandatory Compliance Date of General QM Final Rule and Possible Reconsideration of General QM Final Rule and Seasoned QM Final Rule” in which it announced the CFPB was considering rulemaking to reconsider the Amended QM Rule and the Seasoned QM Final Rule and would also propose a rule to delay the July 1, 2021 mandatory compliance date of the Amended QM Rule. On April 27, 2021, the CFPB promulgated a final rule delaying the mandatory compliance date of the Amended QM Rule until October 1, 2022 and noting that the Amended QM Rule and Seasoned QM Final Rule would be reconsidered at a later time. As provided under the final rule, the prior 43% DTI-based QM Rule definition, the new price-based (APOR) definition and the QM Patch will all remain available to lenders for loan applications received prior to October 1, 2022. However, on April 8, 2021, Fannie Mae issued Lender Letter 2021-09 and Freddie Mac issued Bulletin 2021-13 stating that due to the requirements of the PSPAs they would only acquire loans that meet the new price-based (APOR) definition set forth under the Amended QM Rule for applications received on or after July 1, 2021. Accordingly, even though the CFPB has extended the mandatory compliance date of the Amended QM Rule, as a practical matter, many lenders will no longer originate 43% DTI-based QM loans or QM Patch loans for applications received on or after July 1, 2021 if the GSEs continue to maintain this position.

The amount of insurance we write could be adversely affected by the implementation of the Dodd-Frank Act’s risk retention requirements and the definition of a qualified residential mortgage.

The Dodd-Frank Act requires an originator or issuer to retain a specified percentage of the credit risk exposure on securitized mortgages that do not meet the definition of a qualified residential mortgage (“QRM”).

As required by the Dodd-Frank Act, in 2015 the Federal Banking Agencies, the FHFA, the SEC and HUD adopted a joint final rule implementing the QRM rules that aligns the definition of a QRM with that of

a QM. In December 2019, the Federal Banking Agencies initiated a review of certain provisions of the risk retention rule, including the QRM definition. Among other things, the review allows the Federal Banking Agencies to consider the QRM definition in light of any changes to the QM definition under the QM Rule adopted by the CFPB, which would include the final rule promulgated by the CFPB on December 29, 2020. If the QRM definition is changed in a manner that is unfavorable to us, such as to require a large down payment for a loan to qualify as a QRM, without giving consideration to mortgage insurance in computing LTV ratios, the attractiveness of originating and securitizing loans with lower down payments may be reduced, which may adversely affect the future demand for mortgage insurance. See "—Our business, results of operations and financial condition could be adversely impacted if, and to the extent that, the Consumer Financial Protection Bureau's final rule defining a QM results in a reduction of the size of the origination market or creates incentives to use government mortgage insurance programs" and "Regulation—Other Federal Regulation—Regulation of Mortgage Origination—QRM Rule."

Changes in accounting and reporting standards issued by the Financial Accounting Standards Board or other standard-setting bodies and insurance regulators could materially adversely affect our business, results of operations and financial condition.

Our financial statements are subject to the application of U.S. GAAP, which is periodically revised. Accordingly, from time to time, we are required to adopt new or revised accounting standards issued by recognized authoritative bodies, including the Financial Accounting Standards Board (the "FASB"). It is possible that future accounting and reporting standards we are required to adopt could change the current accounting treatment that we apply to our financial statements, including impacting the calculation of net earnings, stockholders' equity and other relevant financial statement line items. The impact of changes in accounting and reporting standards, particularly those that apply to insurance companies, cannot be predicted, but such changes could have a material adverse effect on our business, results of operations and financial condition. Such changes may also cause additional volatility in reported earnings, decrease the understandability of our financial results and affect the comparability of our reported results with the results of others. In addition, we may be unable to implement new accounting guidance or other proposals by the adoption date which would materially adversely impact our business. Furthermore, the required adoption of future accounting and reporting standards could require us to make significant changes to systems and use additional resources, which may result in significant costs.

If we are unable to on-board, retain, attract and motivate qualified employees or senior management, our business, results of operations and financial condition may be adversely impacted.

Our success is largely dependent on our ability to on-board, retain, attract and motivate qualified employees and senior management. We face intense competition in our industry and local job market for key employees with demonstrated ability, including actuarial, finance, legal, investment, risk, compliance, information technology and other professionals. We also face natural or man-made disasters or pandemics that could at times impact our ability to on-board new hires. See "—The occurrence of natural or man-made disasters or a pandemic, such as COVID-19, could materially adversely affect our business, results of operations and financial condition." Furthermore, as the future of work evolves and work arrangements such as a remote work environment become more flexible and commonplace, our ability to compete for qualified employees could be further challenged. A remote work environment could expand competition among employers and may put us at a disadvantage if we are unable or unwilling to implement certain of these policies. We cannot be sure we will be able to on-board, attract, retain and motivate the desired workforce, and our failure to do so could have a material adverse effect on business, results of operations and financial condition. In addition, we may not be able to meet regulatory requirements relating to required expertise in various professional positions.

Managing key employee succession and retention is also critical to our success. We would be adversely affected if we fail to plan adequately for the succession of our senior management and other key employees. While we have succession plans and long-term compensation plans, including retention programs, designed to retain our employees, our succession plans may not operate effectively and our

compensation plans cannot guarantee that the services of these employees will continue to be available to us.

If servicers fail to adhere to appropriate servicing standards or experience disruptions to their businesses, our losses could increase.

We depend on reliable, consistent third-party servicing of the loans that we insure. Among other things, our mortgage insurance policies require insureds and their servicers to timely submit premium and monthly IIF and delinquency reports and to use commercially reasonable efforts to limit and mitigate loss when a loan is delinquent. If a servicer was to experience adverse effects to its business, such servicer could experience delays in its reporting and premium payment requirements. Without reliable, consistent third-party servicing, we may be unable to receive and process payments on insured loans and/or properly recognize and establish reserves on loans when a delinquency exists or occurs but is not reported to us. In addition, if these servicers fail to limit and mitigate losses when appropriate, our losses may unexpectedly increase. The number of borrowers seeking mortgage relief from the COVID-19 pandemic may place a significant strain on the operations of mortgage servicers, which could disrupt the servicing of mortgage loans covered by our insurance policies. This may result in servicers failing to appropriately report the delinquency status of loans, including whether the loans are subject to a COVID-19-related forbearance program, or failing to properly implement GSE forbearance or other loss mitigation programs. COVID-19 may also significantly impair the financial condition and liquidity of mortgage servicers who are required to advance principal, interest and tax payments to mortgage investors during borrower mortgage forbearance periods.

In recent years, the number of non-bank mortgage loan servicers has increased as the mortgage lending and mortgage loan servicing industries have come under increasing regulation and scrutiny. Significant, sustained failures by large servicers or other disruptions in the servicing of mortgage loans may damage our reputation, result in a loss of customer business, subject us to additional regulatory scrutiny and could have a material adverse effect on our business, results of operations and financial condition.

Inadequate staffing levels could lead to disruptions in the servicing of mortgage loans, which in turn may contribute to a rise in delinquencies and could have a material adverse effect on our business, results of operations and financial condition. High delinquency rates could also strain the resources of servicers, reducing their ability to undertake mitigation efforts that would help limit losses.

Furthermore, we have delegated to the GSEs, which have in turn delegated to most of their servicers, the authority to accept modifications, short sales and deeds-in-lieu of foreclosure on loans we insure. Servicers are required to operate under protocols established by the GSEs in accepting these loss mitigation alternatives. We depend on servicers in making these decisions and mitigating our exposure to losses. In some cases, loss mitigation decisions favorable to the GSEs may not be favorable to us and may increase the incidence of paid claims. Inappropriate delegation protocols or failure of servicers to service in accordance with the protocols may increase the magnitude of our losses and have an adverse effect on our business, results of operations and financial condition. Our delegation of loss mitigation decisions to the GSEs is subject to cancellation, but exercise of our cancellation rights may have an adverse effect on our relationship with the GSEs and customers.

Our delegated underwriting program may subject our mortgage insurance business to unanticipated claims.

We enter into agreements with our customers that commit us to insure loans made by them using our pre-established guidelines for delegated underwriting. Delegated underwriting represented 66% and 64% of our total NIW by loan count for the years ended December 31, 2020 and 2019, respectively. Once we accept a customer into our delegated underwriting program, we generally insure a loan originated by that customer without validating the accuracy of the data submitted by the customer, investigating the loan file for fraud, or confirming that the customer followed our pre-established guidelines for delegated

underwriting. See “Business—Underwriting.” Under this program, a customer could commit us to insure a material number of loans that would fail our pre-established guidelines for delegated underwriting but pass our model and certain gating criteria before we discover the problem and terminate that customer’s delegated underwriting authority. Although coverage on such loans may be rescindable or otherwise limited under the terms of our master policies, the burden of establishing the right to rescind or deny coverage lies with the insurer. To the extent that our customers exceed their delegated underwriting authorities, our business, results of operations and financial condition could be materially adversely affected.

Potential liabilities in connection with our contract underwriting services could have a material adverse effect on our business, results of operations and financial condition.

We offer contract underwriting services to certain of our customers, pursuant to which our employees and contractors work directly with the customer to determine whether the data relating to a borrower and a proposed loan contained in a mortgage loan application file complies with the customer’s loan underwriting guidelines or the investor’s loan purchase requirements. In connection with that service, we also compile the application data and submit it to the automated underwriting systems of Fannie Mae and Freddie Mac, which independently analyze the data to determine if the proposed loan complies with their investor requirements.

Under the terms of our contract underwriting agreements, we agree to indemnify the customer against losses incurred if we make material errors in determining whether loans processed by our contract underwriters meet specified underwriting or purchase criteria, subject to contractual limitations on liability. As a result, we assume credit and processing risk in connection with our contract underwriting services. If our reserves for potential claims in connection with our contract underwriting services are inadequate as a result of differences from our estimates and assumptions or other reasons, we may be required to increase our underlying reserves, which could materially adversely affect our business, results of operations and financial condition.

The premiums we agree to charge for our mortgage insurance coverage may not adequately compensate us for the risks and costs associated with the coverage we provide.

We establish premium rates for the duration of a mortgage insurance certificate upon issuance, and we cannot cancel the coverage or adjust the premiums after a certificate is issued. As a result, we cannot offset the impact of unanticipated claims with premium increases on coverage in-force. Our premium rates vary with the perceived risk of a claim and prepayment on the insured loan and are developed using models based on our long term historical experience, which takes into account a number of factors including, but not limited to, the LTV ratio, whether the mortgage provides for fixed payments or variable payments, the term of the mortgage, the borrower’s credit history, the borrower’s income and assets, and home price appreciation. See “—If the models used in our business are inaccurate or there are differences and/or variability in loss development compared to our model estimates and actuarial assumptions, it could have a material adverse effect on our business, results of operations and financial condition.” In the event the premiums we charge for our mortgage insurance coverage may not adequately compensate us for the risks and costs associated with the coverage, it may have a material adverse effect on our business, results of operation and financial condition.

A decrease in the volume of Low-Down Payment Loan originations or an increase in the volume of mortgage insurance cancellations could result in a decline in our revenue.

We provide mortgage insurance primarily for Low-Down Payment Loans. Factors that could lead to a decrease in the volume of Low-Down Payment Loan originations include, but are not limited to:

- an increase in home mortgage interest rates and further limitations on the deductibility of local property taxes for federal income tax purposes;
- implementation of more rigorous mortgage lending regulation, such as under the Dodd-Frank Act;

- a decline in economic conditions generally, or in conditions in regional and local economies;
- events outside of our control, including natural and man-made disasters and pandemics such as COVID-19, adversely affecting housing markets and home buying;
- the level of consumer confidence, which may be adversely affected by economic instability, war or terrorist events;
- an increase in the price of homes relative to income levels;
- a lack of housing supply at lower home prices;
- adverse population trends, including lower homeownership rates;
- high rates of home price appreciation, which for refinancings affect whether refinanced loans have LTV ratios that require mortgage insurance; and
- changes in government housing policy encouraging loans to FTHBs.

A decline in the volume of Low-Down Payment Loan originations would reduce the demand for mortgage insurance and, therefore, could have a material adverse effect on our business, results of operations and financial condition. See "—A deterioration in economic conditions or a decline in home prices may adversely affect our loss experience."

In addition, a significant percentage of the premiums we earn each year are renewal premiums from mortgage insurance coverage written in previous years. We estimate that approximately 85% of our gross premiums earned for the year ended December 31, 2020 were renewal premiums compared to approximately 88% for both of the years ended December 31, 2019 and 2018. As a result, the length of time insurance remains in-force is an important determinant of our mortgage insurance revenues. Fannie Mae, Freddie Mac and many other mortgage investors generally permit a borrower to ask the loan servicer to cancel the borrower's obligation to pay for mortgage insurance when the principal amount of the mortgage falls below 80% of the home's value. Furthermore, the Homeowners Protection Act of 1998 ("HOPA") provides a right for a borrower, so long as the borrower meets other criteria, to request cancellation of private mortgage insurance from their lender either on the date that LTV ratio of the mortgage is first scheduled to reach 80% of its original value or the date on which the LTV ratio of the mortgage reaches 80% of the original value based on actual payments. Likewise, under HOPA, there is an obligation for lenders to automatically terminate a borrower's obligation to pay for mortgage insurance coverage once the LTV ratio reaches 78% of the original value. Factors that tend to reduce the length of time our mortgage insurance remains in-force include:

- declining interest rates, which may result in the refinancing of the mortgages underlying our mortgage insurance coverage with new mortgage loans that may not require mortgage insurance or that we do not insure;
- customer concentration levels with certain customers that actively market refinancing opportunities to their existing borrowers;
- significant appreciation in the value of homes, which causes the unpaid balance of the mortgage to decrease below 80% of the value of the home and enables the borrower to request cancellation of the mortgage insurance; and
- changes in mortgage insurance cancellation requirements of the GSEs or under applicable law.

Our persistency rates on primary mortgage insurance were 59%, 76% and 82% for years ended December 31, 2020, 2019 and 2018, respectively. The decrease in our persistency rate in 2020 was largely as a result of the low interest rate environment precipitated by the economic impacts of the COVID-19 pandemic. A decrease in persistency generally would reduce the amount of our IIF and could

have a material adverse effect on our business, results of operations and financial condition. However, higher persistency on certain legacy products, especially A minus, Alt-A, ARMs and certain 100% LTV loans, could have a material adverse effect if claims generated by such products remain elevated or increase.

Our computer systems may fail or be compromised, and unanticipated problems could materially adversely impact our disaster recovery systems and business continuity plans, which could damage our reputation, impair our ability to conduct business effectively and materially adversely affect our business, results of operations and financial conditions.

Our business is highly dependent upon the effective operation of our computer systems. We also have arrangements in place with our partners and other third-party service providers through which we share and receive information, including the submission of new mortgage insurance applications. We also rely on these systems throughout our business for a variety of functions, including processing claims, providing information to customers, performing actuarial analyses and maintaining financial records. Despite the implementation of security and back-up measures, our computer systems and those of our partners and third-party service providers have been and may be in the future vulnerable to system failures, physical or electronic intrusions, computer viruses or other attacks, programming errors and similar disruptive problems. The failure of these systems for any reason could cause significant interruptions to our operations, which could result in a material adverse effect on our business, results of operations and financial condition.

Technology continues to expand and plays an ever-increasing role in our business. While it is our goal to safeguard information assets from physical theft and cybersecurity threats, there can be no assurance that our information security will detect and protect information assets from these ever-increasing risks. Information assets include both information itself in the form of computer data, written materials, knowledge and supporting processes, and the information technology systems, networks, other electronic devices and storage media used to store, process, retrieve and transmit that information. As more information is used and shared by our employees, customers and suppliers, both within and outside our company, cybersecurity threats become expansive in nature. Confidentiality, integrity and availability of information are essential to maintaining our reputation, legal position and ability to conduct our operations. Although we have implemented controls and continue to train our employees, a cybersecurity event could still occur that would cause damage to our reputation with our customers and other stakeholders and could have a material adverse effect on our business, results of operations and financial condition. See “—We collect, process, store, share, disclose and use consumer information and other data, and an actual or perceived failure to protect such information and data or respect users’ privacy could damage our reputation and brand and adversely affect our business, results of operations and financial condition.”

We rely on technologies to provide services to our customers. Customers require us to provide and service our mortgage insurance products in a secure manner, either electronically through our internet website or through direct electronic data transmissions. Accordingly, we invest resources in establishing and maintaining electronic connectivity with customers and, more generally, in technological advancements. In addition, if our information technology systems are inferior to our competitors’, existing and potential customers may choose our competitors’ products over ours. Our business would be negatively impacted if we are unable to enhance our platform when necessary to support our primary business functions, including to match or exceed the technological capabilities of our competitors. We cannot predict with certainty the cost of maintaining and improving our platform, but failure to make necessary improvements and any significant shortfall in any technology enhancements or negative variance in the timeline in which system enhancements are delivered could have an adverse effect on our business, results of operations and financial condition.

In addition, a natural or man-made disaster or a pandemic could disrupt public and private infrastructure, including our information technology systems. See “—The occurrence of natural or man-made disasters or a pandemic, such as COVID-19, could materially adversely affect our business, results

of operations and financial condition." Unanticipated problems with, or failures of, our disaster recovery systems and business continuity plans could have a material adverse impact on our ability to conduct business and on our results of operations and financial condition. Furthermore, if a significant number of our employees were unavailable in the event of a disaster or a pandemic, our ability to effectively conduct business could be severely compromised. The failure of our disaster recovery systems and business continuity plans could adversely impact our profitability and our business.

We collect, process, store, share, disclose and use consumer information and other data, and an actual or perceived failure to protect such information and data or respect users' privacy could damage our reputation and brand and adversely affect our business, results of operations and financial condition.

We retain confidential customer information in our computer systems, and we rely on commercial technologies to maintain the security of those systems, including computers or mobile devices. Anyone who can circumvent our security measures and penetrate our computer systems or misuse authorized access could access, view, misappropriate, alter, or delete any information in the systems, including personally identifiable information, and proprietary business information. Our employees and vendors use portable computers or mobile devices that may contain similar information to that in our computer systems, and these devices have been and can be lost, stolen or damaged, and therefore subject to the same risks as our other computer systems. In addition, an increasing number of states require that affected parties be notified or other actions be taken (which could involve significant costs to us) if a security breach results in the inappropriate disclosure of personally identifiable information. We have experienced occasional, actual or attempted breaches of our cybersecurity, although to date none of these breaches has had a material effect on our business, operations or reputation. Any compromise of the security of our computer systems or those of our customers and third-party service providers that results in inappropriate disclosure of personally identifiable customer information could damage our reputation in the marketplace, deter lenders from purchasing our mortgage insurance, subject us to significant civil and criminal liability and require us to incur significant technical, legal and other expenses.

Any failure or perceived failure by us to comply with our privacy policies, our privacy-related obligations to consumers or other third parties, or our privacy-related legal obligations, or any compromise of security that results in the unauthorized release or transfer of sensitive information, which could include personally identifiable information or other user data, may result in governmental investigations, enforcement actions, regulatory fines, litigation and public statements against us by consumer advocacy groups or others, and could cause our customers to lose trust in us, all of which could be costly and have an adverse effect on our business, results of operations and financial condition. Regulatory agencies or business partners may institute more stringent data protection requirements or certifications than those that we are currently subject to and, if we cannot comply with those standards in a timely manner, we may lose the ability to sell our products or process transactions containing payment information. Moreover, if third parties that we work with violate applicable laws or our policies, such violations also may put consumer information at risk and could in turn harm our reputation, our business, results of operations and financial condition.

The occurrence of natural or man-made disasters or a pandemic, such as COVID-19, could materially adversely affect our business, results of operations and financial condition.

We are exposed to various risks arising out of natural disasters, large-scale public health emergencies and man-made disasters, including earthquakes, hurricanes, floods and tornadoes, acts of terrorism, military actions and pandemics, similar to COVID-19. While mortgage insurance does not cover property damage, a natural or man-made disaster or a pandemic could disrupt our computer systems and our ability to conduct or process business (including as a result of widespread absences of our employees due to exposure to the virus) as well as lead to higher delinquency rates as borrowers who are affected by the disaster may be unable to meet their contractual obligations, such as mortgage payments on loans insured under our mortgage insurance coverage. A natural or man-made disaster or a pandemic could trigger an economic downturn in the areas directly or indirectly affected by the disaster. In particular, while

it is uncertain the extent to which such events may impact our business, the consequences of these events and actions taken by governmental authorities, the GSEs, our customers or others in connection therewith could lead to disruption of the economy, which may erode consumer and investor confidence levels or lead to increased volatility in the financial markets. These consequences could, among other things, result in an adverse effect on home prices in those areas or higher unemployment, which could result in increased loss experience. See "—The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines and other actions taken by governmental authorities in response to the pandemic" and "—A deterioration in economic conditions or a decline in home prices may adversely affect our loss experience." A natural or man-made disaster or a pandemic could also disrupt public and private infrastructure, including communications and financial services, any of which could disrupt our normal business operations, and could adversely affect the value of the assets in our investment portfolio if it affects companies' ability to pay principal or interest on their securities or the value of the underlying collateral of structured securities.

Natural or man-made disasters or a pandemic could also disrupt the operations of our counterparties or result in increased prices for the products and services they provide to us, which could lead to increased reinsurance rates, less favorable terms and conditions and reduced availability of reinsurance. This may cause us to retain more risk than we otherwise would retain and could negatively affect our compliance with the financial requirements of the PMIERs. The PMIERs require us to maintain significantly more "Minimum Required Assets" for delinquent loans than for performing loans; however, the increase in Minimum Required Assets is not as great for certain delinquent loans in areas that FEMA has declared major disaster areas. For example, in response to COVID-19, the GSEs made temporary revisions to PMIERs in the PMIERs Amendment, providing relief on the risk-based required asset amount factor for certain non-performing loans impacted by a COVID-19 hardship. See "Regulation—Agency Qualification Requirements" and "—If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition." An increase in delinquency notices resulting from a natural or man-made disaster or a pandemic may result in an increase in "Minimum Required Assets" and a decrease in the level of our excess "Available Assets" that is discussed in our risk factor titled "—Risks Relating to Regulatory Matters—An adverse change in our regulatory requirements could have a material adverse impact on our business, results of operations and financial condition."

We may suffer losses in connection with future litigation and regulatory proceedings or other actions.

From time to time, we may become subject to various legal and regulatory proceedings related to our business. Litigation and regulatory proceedings may result in financial losses and harm our reputation. We face the risk of litigation and regulatory proceedings or other actions in the ordinary course of operating our business, including class action lawsuits. We are also subject to litigation arising out of our general business activities such as our contractual and employment relationships. Due to the inherent uncertainties of litigation and regulatory proceedings, we cannot determine with certainty the ultimate outcome of any such litigation or proceedings. A substantial legal liability or injunction or a significant regulatory action against us could have a material adverse effect on our financial condition and results of operations. Moreover, even if we ultimately prevail in the litigation, regulatory proceeding or other action, we could suffer significant reputational harm and incur significant legal expenses and such litigation may divert management's attention and resources, which could have a material adverse effect on our business, financial condition or results of operations.

The requirements of being a public company may strain our resources and distract our management, which could make it difficult to manage our business and cause us to incur incremental costs.

Historically, we have not been subject to the same financial, reporting and other corporate governance requirements as public companies. After this offering, we will be required to prepare and file annual, quarterly and other reports with the SEC, including financial statements that comply with the SEC's detailed reporting requirements. We will also be subject to other reporting and corporate governance requirements under the listing standards of Nasdaq and the Sarbanes-Oxley Act, which will impose significant compliance costs and obligations upon us. The changes necessitated by our becoming a public company will require a significant commitment of additional resources and management oversight, which may increase our operating costs. These changes will also place significant additional demands on our finance and accounting staff, who may not have experience working for a public company, and on our financial accounting and information systems. We may in the future hire additional accounting and financial staff with appropriate public company reporting experience and technical accounting knowledge. We may also incur other expenses associated with being a public company, including, but not limited to, increases in auditing, accounting and legal fees and expenses, investor relations expenses, directors' fees and director and officer liability insurance costs, registrar and transfer agent fees and listing fees. As a public company, we will be required, among other things, to:

- prepare and file periodic reports, and distribute other stockholder communications, in compliance with the federal securities laws and the listing requirements and rules of the Nasdaq;
- define and expand the roles and the duties of our board of directors and its committees;
- institute more comprehensive compliance, investor relations and internal audit functions; and
- evaluate and maintain our system of internal controls over financial reporting, and report on management's assessment thereof, in compliance with rules and regulations of the SEC and the Public Company Accounting Oversight Board.

Our Parent or certain of our Parent's other subsidiaries will continue to perform or support many important corporate functions for our operations, including but not limited to, investment management, information technology services and certain administrative services (such as finance, human resources, employee benefit administration and legal). Our consolidated financial statements reflect charges for these services. There is no assurance that, following the completion of this offering, these services will be sustained at the same levels or that we would be able to replace such services in a timely manner or on comparable terms. If our Parent or certain of our Parent's other subsidiaries cease to provide services pursuant to the terms of our existing agreements, our costs of procuring services from third parties may increase. As a standalone company, we may be unable to obtain such goods and services at comparable prices or on terms as favorable as those obtained prior to this offering, either of which could adversely affect our business, results of operations or financial condition. See "—Risks Relating to Our Continuing Relationship with Our Parent—The terms of our existing arrangements between our Parent and third parties under which we receive services as an affiliate of our Parent may be more favorable than we will be able to obtain from a third party on our own."

The historical consolidated financial data included in this prospectus is not necessarily representative of the results we would have achieved as a standalone company and may not be a reliable indicator of our future results.

The historical consolidated financial data included in this prospectus is for EHI and its subsidiaries. Prior to the completion of this offering, EHI has been a wholly owned subsidiary of GHI (and an indirect subsidiary of our Parent) since 2012. This historical consolidated financial data does not necessarily reflect the financial condition, results of operations or cash flows we would have achieved as a standalone company during the periods presented, or those we will achieve in the future. Significant increases may occur in our cost structure as a result of this offering, including costs related to public

company reporting and investor relations. As a result of these matters, among others, it may be difficult for investors to compare our future results to historical results or to evaluate our relative performance or trends in our business.

Our indebtedness could adversely affect our financial condition and prevent us from fulfilling our obligations under our indebtedness.

We have a significant amount of indebtedness. As of December 31, 2020, we had $750 million of debt outstanding. Our substantial indebtedness could have important consequences. For example, it could:

- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that have less debt;
- limit our ability to borrow additional funds; and
- result in increased scrutiny from our regulators and the imposition of additional requirements or conditions that could, among other things, limit our ability to pay down debts.

In addition, there can be no assurance that we will be able to refinance any of our debt or that we will be able to refinance our debt on commercially reasonable terms. If we were unable to make payments or refinance our debt or obtain new financing under these circumstances, we would have to consider other options, such as:

- sales of assets;
- sales of equity; or
- negotiations to restructure the applicable debt.

Our debt instruments may restrict, or market or business conditions may limit, our ability to obtain additional indebtedness, refinance our indebtedness or use some of our options.

Risks Relating to Regulatory Matters

Our business is extensively regulated and changes in regulation may reduce our profitability and limit our growth.

Our insurance operations are subject to a wide variety of laws and regulations and are extensively regulated. State insurance laws regulate most aspects of our business, and our insurance subsidiaries are regulated by the insurance departments of the states in which they are domiciled and licensed. Failure to comply with applicable regulations or to obtain or maintain appropriate authorizations or exemptions under any applicable laws could result in restrictions on our ability to conduct business or engage in activities regulated in one or more jurisdictions in which we operate and could subject us to fines, injunctions and other sanctions that could have a material adverse effect on our business, results of operations and financial condition. In addition, the nature and extent of regulation could materially change, which may result in additional costs associated with compliance with any such changes, or changes to our operations that may be necessary to comply, any of which may have a material adverse effect on our business. See “—An adverse change in our regulatory requirements could have a material adverse impact on our business, results of operations and financial condition” and “—Risks Relating to

Our Business—If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition."

State insurance regulatory authorities have broad administrative powers, which at times are coordinated and communicated across regulatory bodies. These administrative powers include, but are not limited to:

- licensing companies and agents to transact business;
- regulating certain premium rates;
- reviewing and approving policy forms;
- regulating discrimination in pricing, coverage terms and unfair trade and claims practices, including payment of inducements;
- establishing and revising statutory capital and reserve requirements and solvency standards;
- evaluating enterprise risk to an insurance company;
- approving changes in control of insurance companies;
- restricting the payment of dividends and other transactions between affiliates;
- regulating the types, amounts and valuation of investments; and
- restricting, pursuant to state monoline restrictions, the types of insurance products that may be offered.

State insurance regulators and the National Association of Insurance Commissioners (the "NAIC") regularly re-examine existing laws and regulations, which may lead to modifications to SAP, interpretations of existing laws and the development of new laws and regulations applicable to insurance companies and their products.

Litigation and regulatory investigations or other actions are common in the insurance business and may result in financial losses, injunctions and harm to our reputation.

We face the risk of litigation and regulatory investigations or other actions in the ordinary course of operating our business.

Mortgage insurers have been involved in litigation alleging violations of Section 8 of the Real Estate Settlement and Procedures Act of 1974 ("RESPA") or related state anti-inducement laws and the notice provisions of the Fair Credit Reporting Act ("FCRA"). Among other things, Section 8 of RESPA generally precludes mortgage insurers from paying referral fees to mortgage lenders for the referral of mortgage insurance business. This limitation also can prohibit providing services or products to mortgage lenders free of charge, charging fees for services that are lower than their reasonable or fair market value, and paying fees for services that mortgage lenders provide that are higher than their reasonable or fair market value, in exchange for the referral of mortgage insurance business. Various regulators, including the CFPB, state insurance commissioners and state attorneys general may bring actions seeking various forms of relief in connection with alleged violations of the referral fee limitations of RESPA, as well as by private litigants in class actions. The insurance law provisions of many states also prohibit or restrict paying for the referral of insurance business and provide various mechanisms to enforce this prohibition.

In the past, a number of lawsuits have challenged the actions of mortgage insurance companies, including certain of our mortgage insurance subsidiaries, under RESPA, alleging that the insurers have violated the referral fee prohibition of Section 8 of RESPA by entering into captive reinsurance arrangements or providing products or services to mortgage lenders at improperly reduced prices in return for the referral of mortgage insurance. In addition to these private lawsuits, we and other mortgage insurance companies have in the past received civil investigative demands from the CFPB and state insurance regulators as part of their respective investigations to determine whether mortgage lenders and mortgage insurance providers engaged in acts or practices in connection with their captive mortgage insurance arrangements in violation of RESPA and state insurance laws. In 2013, the CFPB entered into consent orders with us and three other mortgage insurance companies settling the CFPB's allegations related to mortgage insurance company captive arrangements, and those consent orders remain in effect for a period of ten years. One CFPB enforcement action against a mortgage originator for alleged kickbacks received from mortgage insurers, in which the CFPB ordered the mortgage originator to pay approximately $109 million in disgorgement, was decided by the United States Court of Appeals for the D.C. Circuit. On January 31, 2018, the en banc panel reinstated the original three-judge panel's decision to overturn the CFPB's order on certain statutory grounds, including finding fault with the CFPB's interpretation of Section 8 of RESPA. The court's ruling in this case may have an impact on future enforcement activity. Federal and state regulatory enforcement of Section 8 of RESPA presents risk for many providers of "settlement services," including mortgage insurers.

In addition, the increased use by the private mortgage insurance industry of risk-based pricing systems that establish premium rates based on more attributes than previously considered may result in increased state and/or federal scrutiny of premium rates. The increased use of algorithms, artificial intelligence and data and analytics in the mortgage insurance industry may also lead to additional regulatory scrutiny related to other matters such as discrimination in pricing and underwriting, data privacy and access to insurance.

A substantial legal liability or a significant regulatory action against us could have a material adverse effect on our business, results of operations and financial condition. It is possible that we could become subject to future investigations, regulatory actions, lawsuits, or enforcement actions, which could cause us to incur legal costs and, if we were found to have violated any laws or regulations, require us to pay fines and damages, result in injunctions and incur other sanctions, perhaps in material amounts. Increased regulatory scrutiny and any resulting investigations or legal proceedings could result in new legal precedents and industry-wide regulations or practices that could have a material adverse effect on our business, results of operations and financial condition. Moreover, even if we ultimately prevail in the litigation, regulatory action or investigation, we could suffer significant reputational harm and incur significant legal expenses, which could have a material adverse effect on our business, results of operations and financial condition. We cannot predict the ultimate outcomes of any future investigations, regulatory actions or legal proceedings.

An adverse change in our regulatory requirements could have a material adverse impact on our business, results of operations and financial condition.

We are required by certain states and other regulators to maintain certain RTC ratios. In addition, PMIERs include financial requirements for mortgage insurers under which a mortgage insurer's "Available Assets" (generally only the most liquid assets of an insurer) must meet or exceed "Minimum Required Assets" (which are based on an insurer's RIF and are calculated from tables of factors with several risk dimensions and are subject to a floor amount). The failure of our insurance subsidiaries to meet their regulatory requirements, and additionally the current PMIERs financial requirements, could limit our ability to write new business. For further discussion of the importance of the current PMIERs financial requirements to our insurance subsidiaries, see "—If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our

business, results of operations and financial condition" and "—We are subject to minimum statutory capital requirements that, if not met or waived, would result in restrictions or prohibitions on our doing business and could have a material adverse impact on our business, results of operations and financial condition."

An adverse change in our RTC ratio or other minimum regulatory requirements could cause rating agencies to downgrade our financial strength ratings, which would have an adverse impact on our ability to write and retain business, and could cause regulators to take regulatory or supervisory actions with respect to our business, all of which could have a material adverse effect on our results of operations, financial condition and business. For further discussion on the importance of ratings, see "—Risks Relating to Our Business—Adverse rating agency actions have resulted in a loss of business and adversely affected our business, results of operations and financial condition, and future adverse rating agency actions could have a further and more significant adverse impact on us."

These regulations are principally designed for the protection of policyholders rather than for the benefit of investors. Any proposed or future legislation or NAIC initiatives, if adopted, may be more restrictive on our ability to conduct business than current regulatory requirements or may result in higher costs or increased statutory capital and reserve requirements. Further, because laws and regulations can be complex and sometimes inexact, there is also a risk that any particular regulator's or enforcement authority's interpretation of a legal, accounting or reserving issue may change over time to our detriment, or expose us to different or additional regulatory risks. The application of these regulations and guidelines by insurers involves interpretations and judgments that may differ from those of state insurance departments. We cannot provide assurance that such differences of opinion will not result in regulatory, tax or other challenges to the actions we have taken to date. The result of those potential challenges could require us to increase levels of statutory capital and reserves or incur higher operating costs and/or have implications on certain tax positions.

We are subject to minimum statutory capital requirements that, if not met or waived, would result in restrictions or prohibitions on our doing business and could have a material adverse impact on our business, results of operations and financial condition.

Certain states have insurance laws or regulations that require a mortgage insurer to maintain a minimum amount of statutory capital (including the statutory contingency reserve) relative to its level of RIF in order for the mortgage insurer to continue to write new business. While formulations of minimum capital vary in certain states, the most common measure applied allows for a maximum permitted RTC ratio of 25:1. If we fail to maintain the required minimum capital level in a state where we write business, we would generally be required to immediately stop writing new business in the state until we re-establish the required level of capital or receive a waiver of the requirement from the state's insurance regulator, or until we have established an alternative source of underwriting capacity acceptable to the regulator. As of December 31, 2020 and December 31, 2019, our combined RTC ratio was approximately 12.1:1 and 12.2:1, respectively. Should we exceed required RTC levels in the future, we would seek required regulatory and GSE forbearance and approvals or seek approval for the utilization of alternative insurance vehicles. However, there can be no assurance if, and on what terms, such forbearance and approvals may be obtained.

The NAIC established the Mortgage Guaranty Insurance Working Group (the "MGIWG") to determine and make recommendations to the NAIC's Financial Condition Committee as to what, if any, changes to make to the solvency and other regulations relating to mortgage guaranty insurers. The MGIWG continues to work on revisions to the Mortgage Guaranty Insurance Model Act (the "MGI Model"), revisions to Statement of Statutory Accounting Principles No. 58—Mortgage Guaranty Insurance and the development of a mortgage guaranty supplemental filing. The MGIWG is also working on the development of the mortgage guaranty insurance capital model, which is needed to determine the RBC and loan-level capital standards for the amended MGI Model. We cannot predict the outcome of this process, whether any state will adopt the amended MGI Model or any of its specific provisions, the effect changes, if any, will have on the mortgage guaranty insurance market generally, or on our business

specifically, the additional costs associated with compliance with any such changes, or any changes to our operations that may be necessary to comply, any of which could have a material adverse effect on our business, results of operations and financial condition. We also cannot predict whether other regulatory initiatives will be adopted or what impact, if any, such initiatives, if adopted as laws, may have on our business, results of operations and financial condition.

Changes in regulations that adversely affect the mortgage insurance markets in which we operate could affect our operations significantly and could reduce the demand for mortgage insurance.

In addition to the general regulatory risks that are described under "—Our business is extensively regulated and changes in regulation may reduce our profitability and limit our growth," we are also affected by various additional regulations relating particularly to our mortgage insurance operations.

Federal and state regulations affect the scope of our competitors' operations, which influences the size of the mortgage insurance market and the intensity of the competition. This competition includes not only other private mortgage insurers, but also federal and state governmental and quasi-governmental agencies, principally the FHA and the VA, which are governed by federal regulations. Increases in the maximum loan amount that the FHA can insure, and reductions in the mortgage insurance premiums the FHA charges, including a potential 25 basis point reduction, can reduce the demand for private mortgage insurance. Decreases in the maximum loan amounts the GSEs will purchase or guarantee, increases in GSE fees or decreases in the maximum LTV ratio for loans the GSEs will purchase can also reduce demand for private mortgage insurance. See "—Risks Relating to Our Business—Changes to the role of the GSEs or to the charters or business practices of the GSEs, including actions or decisions to decrease or discontinue the use of mortgage insurance, could adversely affect our business, results of operations and financial condition." Legislative, regulatory and administrative changes could cause demand for private mortgage insurance to decrease.

Additionally, on December 17, 2020, the FHFA promulgated the Enterprise Capital Framework, which imposes a new capital framework on the GSEs, including risk-based and leverage capital requirement and capital buffers in excess of regulatory minimums that can be drawn down in periods of financial distress. The Enterprise Capital Framework became effective on February 16, 2021. However, the GSEs will not be subject to any requirement under the Enterprise Capital Framework until the applicable compliance date. Compliance with the Enterprise Capital Framework, other than the requirements to maintain a PCCBA and a PLBA, is required on the later of (i) the date of termination of the conservatorship of a GSE and (ii) any later compliance date provided in a consent order or other transition order applicable to such GSE. FHFA contemplates that the compliance dates for the PCCBA and the PLBA will be the date of termination of the conservatorship of a GSE. The Enterprise Capital Framework's advanced approaches requirements will be delayed until the later of (i) January 1, 2025 and (ii) any later compliance date provided by a transition order applicable to such GSE. The Enterprise Capital Framework significantly increases capital requirements and reduces capital credit on CRT transactions as compared to the previous framework. The final rule could cause the GSEs to increase their guarantee pricing in order to meet the new capital requirements. If the GSEs increase their guarantee pricing in order to meet the higher capital requirements, that increase could have a negative impact on the private mortgage insurance market and our business. Furthermore, higher GSE capital requirements could ultimately lead to increased costs to borrowers for GSE loans, which in turn could shift the market away from the GSEs to the FHA or lender portfolios. Such a shift could result in a smaller market size for private mortgage insurance. This rule could also accelerate the recent diversification of the GSE's risk transfer programs to encompass a broader array of instruments beyond private for mortgage insurance, which could adversely impact our business. See "—Risks Relating to Our Business—Changes to the role of the GSEs or to the charters or business practices of the GSEs, including actions or decisions to decrease or discontinue the use of mortgage insurance, could adversely affect our business, results of operations and financial condition."

In addition, if international banking standards set forth by the Basel Committee are implemented in the United States, without modification by the Federal Banking Agencies (as defined below), the rules

could discourage the use of mortgage insurance in the United States. See "—The implementation of the Basel III may discourage the use of mortgage insurance."

As a credit enhancement provider in the residential mortgage lending industry, we are also subject to compliance with or otherwise impacted by various federal and state consumer protection and insurance laws, including RESPA, the Fair Housing Act of 1968 (the "Fair Housing Act"), HOPA, the FCRA and others. Among other things, these laws: (i) prohibit payments for referrals of settlement service business, providing services to lenders for no or reduced fees or payments for services not actually performed; (ii) require cancellation of insurance and refund of unearned premiums under certain circumstances; and (iii) govern the circumstances under which companies may obtain and use consumer credit information. Changes in these laws or regulations, changes in the appropriate regulator's interpretation of these laws or regulations or heightened enforcement activity could materially adversely affect our business, results of operations and financial condition.

The implementation of the Basel III may discourage the use of mortgage insurance.

In 1988, the Basel Committee on Banking Supervision (the "Basel Committee"), developed the Basel Capital Accord ("Basel I"), which sets out international benchmarks for assessing banks' capital adequacy requirements. In 2005, the Basel Committee issued an update to Basel I ("Basel II"), which, among other things, sets forth capital treatment of mortgage insurance purchased and held on balance sheet by banks in respect of their origination and securitization activities. Following the financial crisis of 2008, the Basel Committee made further revisions to improve the quality and quantity of capital banking organizations hold through Basel III. The Federal Reserve, the Office of the Comptroller of the Currency and the Federal Deposit Insurance Corporation ("FDIC") (collectively, the "Federal Banking Agencies") implemented Basel III through the adoption of revisions to their regulatory capital rules (the "Basel III Rules"), which establish minimum RBC and leverage capital requirements for most United States banking organizations (although banking organizations with less than $10 billion in total assets may now choose to comply with an alternative community bank leverage ratio framework established by the Federal Banking Agencies in 2019).

If further revisions to the Basel III Rules increase the capital requirements of banking organizations with respect to the residential mortgages we insure or do not provide sufficiently favorable treatment for the use of mortgage insurance purchased in respect of a bank's origination and securitization activities it could adversely affect the demand for mortgage insurance. In December 2017, the Basel Committee published final revisions to the Basel III capital framework (the "2017 Basel III Revisions") that were generally targeted for implementation by each participating country by January 1, 2022. In March 2020, the Basel Committee revised the target date for implementation to January 1, 2023. Under these revisions to the international framework, banks using the standardized approach to determine their credit risk may consider mortgage insurance in calculating the exposure amount for real estate, but will determine the risk-weight for residential mortgages based on the LTV ratio at loan origination, without consideration of mortgage insurance. Under the standardized approach, after the appropriate risk-weight is determined, the existence of mortgage insurance could be considered, but only if the company issuing the insurance has a lower risk-weight than the underlying exposure. Mortgage insurance issued by private companies would not meet this test. Therefore, under the 2017 Basel III Revisions, mortgage insurance could not mitigate credit and lower the capital charge under the standardized approach. It is possible that the Federal Banking Agencies could determine that their current capital rules are at least as stringent as the 2017 Basel III Revisions, in which case no change would be mandated. However, if the Federal Banking Agencies decide to implement the 2017 Basel III Revisions as specifically drafted by the Basel Committee, mortgage insurance would not lower the LTV ratio of residential loans for capital purposes, and therefore may decrease the demand for mortgage insurance.

Further, it is possible (but not mandated by the 2017 Basel III Revisions) that the Federal Banking Agencies and the GSEs might likewise discontinue taking mortgage insurance into account when determining a mortgage's LTV ratio for prudential (non-capital) purposes.

Risks Relating to Our Continuing Relationship with Our Parent

Our Parent will be able to exert significant influence over us and our corporate decisions.

Under the terms of the master agreement that we intend to enter into with our Parent in connection with this offering (the "Master Agreement"), our Parent will be entitled to designate a certain number of persons to our board of directors and certain committees thereof depending on the beneficial ownership by our Parent of our outstanding common stock. In addition, for so long as our Parent beneficially owns at least 50% of our outstanding common stock, we will be required to seek the prior written consent of our Parent to take various significant corporation actions (subject to certain exceptions). See "Certain Relationships and Related Party Transactions—Relationship with Our Parent—Master Agreement." Because our Parent's interests may differ from those of other stockholders, actions that our Parent takes or omits to take with respect to us (including those corporate or business actions requiring its prior written approval), for as long as it is our controlling stockholder, may not be as favorable to other stockholders as they are to our Parent. See "—Conflicts of interest and other disputes may arise between our Parent and us that may be resolved in a manner unfavorable to us and our other stockholders." We also intend to enter into a registration rights agreement with our Parent, which will give our Parent a right, subject to certain conditions, to require us to register the sale of our common stock beneficially owned by our Parent after this offering. See "—General Risk Factors—Future sales of shares by existing stockholders could cause our share price to decline." We cannot accurately predict whether any of the terms of the Master Agreement or registration rights agreement will negatively affect our business.

If the ownership of our common stock continues to be highly concentrated, it may prevent you and other minority stockholders from influencing significant corporate decisions and may result in conflicts of interest.

Following this offering, our Parent will continue to beneficially own at least 80% of our common stock. As a result, our Parent will control all matters requiring a stockholder vote, including: the election of directors; mergers, consolidations and acquisitions; the sale of all or substantially all of our assets and other decisions affecting our capital structure; the amendment of our amended and restated certificate of incorporation and our amended and restated bylaws; and our winding up and dissolution. This concentration of ownership may delay, deter or prevent acts that would be favored by our other stockholders. The interests of our Parent may not always coincide with our interests or the interests of our other stockholders. This concentration of ownership may also have the effect of delaying, preventing or deterring a change in control of us. Also, our Parent may seek to cause us to take courses of action that, in its judgment, could enhance its investment in us, but which might involve risks to our other stockholders or adversely affect us or our other stockholders, including investors in this offering. As a result, the market price of our common stock could decline or stockholders might not receive a premium over the then-current market price of our common stock upon a change in control. In addition, this concentration of share ownership may adversely affect the trading price of our common stock because investors may perceive disadvantages in owning shares in a company with significant stockholders. See "Principal Stockholder" and "Description of Capital Stock—Anti-Takeover Provisions."

Conflicts of interest and other disputes may arise between our Parent and us that may be resolved in a manner unfavorable to us and our other stockholders.

Conflicts of interest and other disputes may arise between our Parent and us in connection with our past and ongoing relationships, and any future relationships we may establish.

Following this offering and for so long as our Parent continues to beneficially own 50% or more of our outstanding common stock, our Parent will have the right to nominate the majority of our directors. Certain of these directors may also be officers or employees of our Parent or certain of our Parent's other subsidiaries. Because of their current or former positions with our Parent or certain of our Parent's other subsidiaries, these directors, as well as a number of our officers, own substantial amounts of our Parent's common stock and options to purchase our Parent's common stock. Ownership interests of our directors

or officers in our Parent's common stock, or service of certain of our directors as officers of our Parent or certain of our Parent's other subsidiaries, may create, or may create the appearance of, conflicts of interest when such director or officer is faced with a decision that could have different implications for the two companies. For example, potential conflicts could arise regarding the desirability of acquisition opportunities, business plans, employee retention or recruiting, capital management or our dividend policy.

In addition, in connection with this offering, we and our Parent and certain of our Parent's other subsidiaries intend to enter into agreements that will provide a framework for our ongoing relationship, including a Master Agreement, a registration rights agreement, a shared services agreement, an intellectual property cross license agreement and a transitional trademark license agreement. Disagreements regarding the rights and obligations of our Parent or certain of our Parent's other subsidiaries or us under each of these agreements or any renegotiation of their terms could create conflicts of interest for certain of these directors and officers, as well as actual disputes that may be resolved in a manner unfavorable to us and our other stockholders. Interruptions to or problems with services provided under a shared services agreement could result in conflicts between us and our Parent or certain of our Parent's other subsidiaries that increase our costs both for the processing of business and the potential remediation of disputes. Although we believe these agreements will contain commercially reasonable terms, the terms of these agreements may later prove not to be in the best interests of our future stockholders or may contain terms less favorable than those we could obtain from third parties. In addition, certain of our officers negotiating these agreements may appear to have conflicts of interest as a result of their ownership of our Parent's common stock and holdings of our Parent's equity awards.

The terms of our arrangements with our Parent may be more favorable than we will be able to obtain from an unaffiliated third party.

Our Parent or certain of our Parent's other subsidiaries currently performs or supports many important corporate functions for our operation, including but not limited to, investment management, information technology services and certain administrative services (such as finance, human resources, employee benefit administration and legal). Prior to the completion of this offering we intend to enter into a shared services agreement with our Parent that provides us continued access to certain of these services. We negotiated these arrangements with our Parent or certain of our Parent's other subsidiaries in the context of a parent-subsidiary relationship. We cannot assure you that following the completion of this offering, these services will be sustained at the same levels or that we would be able to replace such services in a timely manner or on comparable terms.

If our Parent or certain of our Parent's other subsidiaries cease to provide services pursuant to the terms of our existing agreements, our costs of procuring services from third parties may increase. As a standalone company, we may be unable to obtain such goods and services at comparable prices or on terms as favorable as those obtained prior to this offering, either of which could adversely affect our business, results of operations or financial condition. Other agreements with our Parent or certain of our Parent's other subsidiaries also govern the relationship between us and our Parent or certain of our Parent's other subsidiaries following this offering and provide for the allocation of certain expenses. They also contain terms and provisions that may be more favorable than terms and provisions we might have obtained in arm's length negotiations with unaffiliated third parties. These operational risks could have a material adverse effect on our business, results of operations and financial condition. For additional discussion of the services, see "Certain Relationships and Related Party Transactions—Relationship with Our Parent—Shared Services Agreement."

Our reputation and ratings could be affected by issues affecting our Parent in a way that could materially and adversely affect our business, financial condition, liquidity and prospects.

After this offering, we will remain a part of our Parent's family of businesses. Therefore, our customers, third-party service providers, credit providers and other persons may continue to associate us

with our Parent's reputation and services, as well as its capital base and financial strength. Our Parent has substantial leverage and depends on us as a source of liquidity. See "—Our Parent's indebtedness and potential liquidity constraints may negatively affect us" and "—The AXA Settlement may negatively affect our ability to finance our business with additional debt, equity or other strategic transactions."

Our Parent continues to pursue its overall strategy with a focus on improving business performance, reducing financial leverage and increasing financial and strategic flexibility across the organization. Our Parent's strategy includes maximizing its opportunities in its mortgage insurance businesses and stabilizing its United States life insurance businesses. However, our Parent cannot be sure it will be able to successfully execute on any of its strategic plans to effectively address its current business challenges (including with respect to addressing its debt maturities and other near-term liabilities and financial obligations, reducing costs, stabilizing its United States life insurance businesses without additional capital contributions, overall capital and ratings), including as a result of:

- an inability to attract buyers for any businesses or other assets our Parent may seek to sell, or securities it may seek to issue, in each case, in a timely manner and on anticipated terms;
- an inability to increase the capital needed in our Parent's businesses in a timely manner and on anticipated terms, including through improved business performance, reinsurance or similar transactions, asset sales, debt issuances, securities offerings or otherwise, in each case as and when required;
- a failure to obtain any required regulatory, stockholder, noteholder approvals and/or other third-party approvals or consents for such alternative strategic plans;
- our Parent's challenges changing or being more costly or difficult to successfully address than currently anticipated or the benefits achieved being less than anticipated;
- an inability to achieve anticipated cost-savings in a timely manner; and
- adverse tax or accounting charges.

We also rely on our Parent and/or certain of our Parent's subsidiaries to provide certain investment management, information technology services and certain administrative services (such as finance, human resources, employee benefit administration and legal). If our Parent is unable or unwilling to provide such services in the future, we may be unable to provide such services ourselves or we may have to incur additional expenditures to obtain such services from another provider. Additionally, we may be subject to reputational harm if our Parent or any of its affiliates, previously, or in the future, among other things, becomes subject to litigation or otherwise damages its reputation or business prospects. Any of these events might in turn could adversely affect our business, results of operations and financial condition.

Our Parent's challenges in its long-term care insurance business, or other financial or operational difficulties, may also be attributed to us by investors and may have an adverse effect on the perception of our common stock as an investment. Additionally, any downgrade or negative outlook of our Parent's ratings may negatively impact our ratings by certain ratings agencies whose rating protocols and group rating methodologies require adverse ratings actions in cases of parent or sister company rating downgrades or adverse rating actions. A downgrade in our ratings may adversely affect our relationship with current and potential customers as well as our ability to write new business and access capital on favorable terms. See "—Risks Relating to Our Business—Adverse rating agency actions have resulted in a loss of business and adversely affected our business, results of operations and financial condition, and future adverse rating agency actions could have a further and more significant adverse impact on us."

Our Parent's indebtedness and potential liquidity constraints may negatively affect us.

Our Parent as of December 31, 2020 had outstanding holding company indebtedness of $2.7 billion that matures between 2021 and 2066, including approximately $340 million that matured in February 2021 and $659 million that matures in September 2021. Our Parent has been a party to English Court proceedings brought by AXA since December 2017 (case title: *AXA S.A. v. Genworth Financial International Holdings, LLC et. al.*). On July 20, 2020, our Parent entered into a settlement agreement with AXA (the "AXA Settlement") pursuant to which the parties agreed, pending satisfaction of certain conditions, not to enforce, appeal or set aside the liability judgment of December 6, 2019 and the subsequently issued damages judgment of July 27, 2020. Prior to the AXA Settlement, our Parent made a £100 million ($134 million) interim payment to AXA in January 2020. As part of the AXA Settlement, our Parent agreed to pay an additional initial amount of £100 million ($125 million) to AXA, which was duly paid on July 21, 2020, and a significant portion of future claims that are still being processed.

In addition, a secured promissory note (as amended, the "Promissory Note") was issued to AXA, under which our Parent agreed to make, subject to certain mandatory prepayment obligations, two deferred cash payments, totaling approximately £317 million: a payment in June 2022 (the "June 2022 Payment") and a payment in September 2022 (the "September 2022 Payment"). The Promissory Note also contains certain negative and affirmative covenants, representations and warranties and customary events of default. Future claims that are still being processed, which are currently estimated to be approximately £44 million, will be added to the Promissory Note as part of the September 2022 Payment. To secure its obligation under the Promissory Note, our Parent pledged as collateral to AXA a 19.9% security interest in our outstanding common shares held by our Parent indirectly through GHI, among other things. Unless an event of default has occurred under the Promissory Note, AXA does not have the right to sell or repledge the collateral, and the security interest does not entitle AXA to voting rights. The collateral will be fully released upon full repayment of the Promissory Note and may be partially released under certain circumstances upon certain prepayments. Accordingly, the collateral arrangement has no impact on our consolidated financial statements. See "—The AXA Settlement may negatively affect our ability to finance our business with additional debt, equity or other strategic transactions" and "—Our reputation and ratings could be affected by issues affecting our Parent in a way that could materially and adversely affect our business, financial condition, liquidity and prospects."

In March 2021, our Parent sold all of its common shares in GMA, which resulted in a mandatory payment of approximately £178 million under the Promissory Note entered into in connection with the AXA Settlement, leaving a balance owed of approximately £247 million ($338 million), which is subject to increase. This payment (the "March 2021 Mandatory Payment") fully satisfied the June 2022 Payment obligation and was also used to make a partial prepayment of the September 2022 Payment. In connection with such sale, the liens that previously secured the obligations under the Promissory Note on such common shares of GMA were released and, as a result, the liens on our common shares now represent the primary collateral securing the obligations under the Promissory Note.

In connection with its annual financial reporting for the year ended December 31, 2020, our Parent disclosed that certain conditions and events occurring and expected to occur raise doubt about its ability to meet its financial obligations for the succeeding year. Our Parent's obligations during the succeeding year include (i) an approximately $53 million payment relating to the AXA Settlement, consisting of interest on the Promissory Note, assuming no pre-payments are made, and a one-time payment on an unrelated liability, (ii) approximately $659 million of its senior notes due in September 2021 (excluding deferred amounts) and (iii) interest payments on its outstanding public notes. However, our Parent received net cash proceeds of $370 million from the aforementioned sale of GMA in March 2021, of which $247 million was used to prepay a portion of the Promissory Note, including accrued interest. We understand from our Parent that the remaining proceeds, along with GHI's unrestricted cash and cash equivalents, provide it with sufficient liquidity to meet its financial obligations and maintain business operations for one year from the date its financial statements were issued in connection with its Form 10-Q for the quarterly period ended March 31, 2021, based on relevant conditions and events that are known and reasonably estimable to the Parent, including current cash and management actions in the normal

course. Accordingly, it no longer needs to determine whether our plans alleviate doubt about its ability to meet its financial commitments and obligations within the next year from such above date.

As of December 31, 2020, our Parent disclosed it had unrestricted cash and cash equivalents balance of $1,032 million and indicated that it did not expect to receive dividends from its subsidiaries as a source of liquidity during 2021. However, our Parent stated its belief that management's plans alleviated this doubt. During the quarter ended September 30, 2020, we successfully executed the offering of our 2025 Senior Notes. In addition, such plans include this initial public offering and certain other potential transactions including, for example, the issuance of convertible, equity-linked securities. Our Parent is relying on, among other things, the net proceeds received by GHI from this initial public offering to satisfy its obligations as they become due. See "—Use of Proceeds."

In addition to the contractual obligations due within one year described above, our Parent also has, among other obligations, payments due to AXA under the Promissory Note described elsewhere herein. Because we are not responsible for our Parent's indebtedness and we are currently predominately capitalized and funded independently of our Parent, if our Parent is unable to raise sufficient proceeds to satisfy its obligations as they become due, or our Parent were to default on its outstanding indebtedness, or were to default on the Promissory Note and result in AXA seeking to foreclose on the pledged shares held by our Parent indirectly through GHI or our Parent were to become subject to insolvency or other similar proceedings, we would not expect such events to result directly in an event of default or an insolvency event for us. However, any such event or the risk (or perceived risk) that any such proceedings could involve us, could negatively affect our ratings, our reputation, our business, our liquidity and results of operations, and could therefore have a negative effect on our ability to repay our own indebtedness, including the 2025 Senior Notes, or otherwise could have a material adverse effect on our business, results of operations, financial condition, liquidity and prospects. See "—Our reputation and ratings could be affected by issues affecting our Parent in a way that could materially and adversely affect our business, financial condition, liquidity and prospects."

The AXA Settlement may negatively affect our ability to finance our business with additional debt, equity or other strategic transactions.

In connection with the AXA Settlement, our Parent entered into the Promissory Note with an initial aggregate principal amount of approximately £425 million ($581 million), which is secured by a 19.9% interest in our common stock. The collateral will be fully released upon full repayment of the Promissory Note and may be partially released under certain circumstances upon certain payments. The Promissory Note is due in two deferred cash payments, totaling approximately £317 million: the June 2022 Payment and the September 2022 Payment. After applying the March 2021 Mandatory Payment, our Parent owes approximately £247 million ($338 million) to AXA, which is subject to increase. See "—Our Parent's indebtedness and potential liquidity constraints may negatively affect us." The Promissory Note remains subject to various mandatory prepayment provisions including, with certain exceptions, for future debt and equity financings and certain types of asset sales and other strategic transactions. While the Promissory Note is outstanding, these prepayment provisions, as well as other covenants and restrictions imposed on us may make it practically difficult for us to finance our operations and the operations of our subsidiaries with future debt or equity offerings, certain types of asset sales or other strategic transactions that may be potential sources of funding. To the extent we need funding to finance our operations or the operations of our subsidiaries or to satisfy other liquidity needs, there can be no assurance that we will be able to generate additional funding on favorable terms or at all. Such inability to finance our business could have a material adverse effect on our business, results of operations, financial condition, liquidity and prospects. See "—Our Parent's indebtedness and potential liquidity constraints may negatively affect us."

Risks Relating to Taxation

Changes in tax laws could have a material adverse effect on our business, cash flows, results of operations or financial condition.

Various tax regulations require the preparation of complex computations, significant judgments and estimates in interpreting their respective provisions. These aspects are inherently difficult to interpret and apply, and the Treasury Department, the Internal Revenue Service (the "IRS") and other standard-setting bodies could interpret these aspects differently than us. In addition, these departments could issue guidance on how provisions of tax regulations should be applied or administered that could be different from our interpretation. Therefore, even though we believe we have applied tax laws and regulations appropriately in our financial statements it is possible that we have interpreted the rules differently and therefore applied the impacts to our financial results in a way that differs from those of these authoritative bodies. Likewise, changes in tax laws or regulations may be proposed or enacted that could adversely affect our overall tax liability and results of operations or financial condition. Changes in tax laws and regulations that impact our customers and counterparties or the economy may also impact our results of operations and financial condition. There can be no assurance that changes in tax laws or regulations will not materially and/or adversely affect our effective tax rate, tax payments, results of operations and financial condition.

We are subject to regular review and audit by tax authorities as well as subject to the prospective and retrospective effects of changing tax regulations and legislation. The ultimate tax outcome may materially differ from the tax amounts recorded in our consolidated financial statements and may materially affect our income tax provision, net income (loss), cash flows or operations.

We are jointly and severally liable for any U.S. federal income taxes owed by the Genworth Consolidated Group for taxable periods in which we are a member of the group.

We currently join in the filing of a United States consolidated income tax return of which our Parent is the common parent (the "Genworth Consolidated Group") with our other insurance and non-insurance affiliates. As a result, we are jointly and severally liable for the U.S. federal income taxes owed by the group for periods in which we are a member of the group. Accordingly, for any taxable periods for which we are included in the Genworth Consolidated Group for U.S. federal income tax purposes, we could be liable in the event that any income tax liability was incurred but was not discharged by the Parent or any other member of the group. Our Parent, however, will be responsible for any taxes for which we are jointly and severally liable solely by reason of filing a combined, consolidated or unitary return with our Parent under the Tax Allocation Agreement.

Our Parent's continued ownership of 80% of our common stock may limit our ability to raise additional capital by issuing common stock to third parties.

We are currently a member of the Genworth Consolidated Group and will continue to be a member following the offering. As a consequence, we will pay our Parent our share of the consolidated income tax liability when we have taxable income or receive benefit for losses we contribute and which are utilized to the Genworth Consolidated Group. See "Certain Relationships and Related Party Transactions—Other Related Party Transactions—Tax Allocation Agreement."

Our Parent and certain of its non-insurance subsidiaries expect to incur material federal income tax deductions in the future, primarily related to interest expense on third-party debt and expenses in respect of stewardship with respect to the enterprise and subsidiary operations. If we were to cease to be a member of the Genworth Consolidated Group, our income could no longer offset tax losses of other members of the Genworth Consolidated Group, and the Genworth Consolidated Group may not have sufficient taxable income from other operations to fully absorb the anticipated tax deductions of our Parent and its non-insurance subsidiaries, reducing the value of such tax deductions to our Parent. Given that our Parent expects to incur federal income tax deductions for the foreseeable future, our Parent may find it beneficial to retain at least 80% ownership of our common stock for the foreseeable future.

As a condition to us remaining a member of the Genworth Consolidated Group, our Parent generally must continue to own an amount of our stock which possesses at least 80% of the total voting power of our stock, and has a value at least equal to 80% of the total value of our stock. For these purposes, the term "stock" does not include any stock that (i) is not entitled to vote; (ii) is limited and preferred as to dividends and does not participate in corporate growth to any significant extent; (iii) has redemption and liquidation rights which do not exceed the issue price of such stock (except for a reasonable redemption or liquidation premium) and (iv) is not convertible into another class of stock. Accordingly, while we will have the ability to raise additional capital through certain preferred stock or other means, we will be limited in our ability to raise additional capital by issuing common stock to third parties without leaving our Parent's consolidated group, which our Parent may not permit. We may also be limited pursuant to restrictions imposed by insurance regulators, GSEs and any limitations under intercompany agreements. This limitation on our ability to raise additional capital through the issuance of common stock could have a material adverse impact on our business, results of operations and financial condition.

If we leave the Genworth Consolidated Group, we may be required to make payments under the Tax Allocation Agreement and may be required to pay more income tax in the future.

We are currently a member of the Genworth Consolidated Group, and expect to continue to be a member as long as our Parent continues to own an amount of our stock which possesses at least 80% of the total voting power of our stock, and has a value at least equal to 80% of the total value of our stock. See "—Our Parent's continued ownership of 80% of our common stock may limit our ability to raise additional capital by issuing common stock to third parties". Our Parent may cease to own such amount of stock in the future for a number of reasons, including by reason of a foreclosure by AXA upon the shares of our common stock pledged by our Parent under the Promissory Note. In that event, we would cease to be a member of the Genworth Consolidated Group.

In the event we were to cease being a member of the Genworth Consolidated Group, we may be required to make a payment to our Parent in respect of tax benefits for which we received credit under the Tax Allocation Agreement, but which had not been utilized by the Genworth Consolidated Group at such time. These tax benefits would be available to reduce our tax liabilities in periods after we leave the Genworth Consolidated Group, subject to any applicable limitation that may apply with respect to such period or tax benefit. In addition, the tax consequences of any transaction between us and other members of the Genworth Consolidated Group which were deferred under the consolidated return rules would likely be triggered, which could require us to make additional payments under the Tax Allocation Agreement. See "—Related Party Transactions—Other Related Party Transactions—Tax Allocation Agreement".

In addition, in the event we were to cease being a member of the Genworth Consolidated Group, we and our Parent would be subject to the application of the "unified loss rules", which may require us to pay more income tax in the future. Subject to certain exceptions, if our Parent has higher tax basis in our shares than the fair market value of our shares at the time we left the Genworth Consolidated Group, these rules could require us to reduce certain of our tax attributes, including the tax basis in our assets. If such reduction occurred, we could be required to pay more income tax in the future. Our Parent could, at such time, elect to reduce its tax basis in our shares at such time to prevent such attribute reduction, although our Parent has not committed to do so.

At this time, we do not expect that the unified loss rules would cause a material reduction in the tax basis of our assets if we were to depart the Genworth Consolidated Group. The application of the unified loss rules are complex, however, and will depend upon a number of factual determinations that must be made at the time of such departure. Accordingly, no guarantee can be given that we would not be required to pay more income tax as a result of the application of the unified loss rules upon a deconsolidation. Such increased tax obligations could have a material adverse impact on our business, results of operations and financial condition.

The application of the unified loss rules to this offering specifically is discussed below, under "—Related Party Transactions—Relationship with Our Parent—Master Agreement—Tax Matters."

General Risk Factors

We are a holding company, and our only material assets are our equity interests in our subsidiaries. As a consequence, we depend on the ability of our subsidiaries to pay dividends and make other payments and distributions to us in order to meet our obligations.

We are a holding company with limited direct business operations. Our primary subsidiaries are insurance companies that own substantially all of our assets and conduct substantially all of our operations. Dividends from our subsidiaries and permitted payments to us under arrangements with our subsidiaries are our principal sources of cash to meet our obligations. These obligations include operating expenses and interest and principal on current and any future borrowings. Our subsidiaries may not be able to, or may not be permitted to, pay dividends or make distributions to enable us to meet our obligations. Each subsidiary is a distinct legal entity and legal and contractual restrictions may also limit our ability to obtain cash from our subsidiaries. If the cash we receive from our subsidiaries pursuant to dividends and other arrangements is insufficient to fund any of these obligations, or if a subsidiary is unable or unwilling to pay future dividends to us to meet our obligations, we may be required to raise cash through, among other things, the incurrence of debt (including convertible or exchangeable debt), the sale of assets or the issuance of equity.

The payment of dividends and other distributions by our insurance subsidiaries is dependent on, among other things, their financial condition and operating performance, capital preservation as a result of the uncertainty regarding the impact of COVID-19, corporate law restrictions, insurance laws and regulations and maintaining adequate capital to meet the requirements mandated by PMIERs, including recent restrictions imposed by the GSEs on our business. In general, dividends in excess of prescribed limits are deemed "extraordinary" and require affirmative approval from an insurer's domiciliary department of insurance. In addition, insurance regulators and GSEs may prohibit the payment of ordinary dividends or other payments by the insurance subsidiaries (such as a payment under an agreement or for employee or other services, including expense reimbursements) if they determine that such payment could be adverse to policyholders. Courts typically grant regulators significant deference when considering challenges of an insurance company to a determination by insurance regulators to grant or withhold approvals with respect to dividends and other distributions. More recently, the GSEs temporarily amended PMIERs as a result of COVID-19, requiring our approved insurer, GMICO, to obtain the GSEs' prior written consent through June 30, 2021 before paying any dividends, pledging or transferring assets to an affiliate or entering into any new, or altering any existing, arrangements under tax sharing and intercompany expense-sharing arrangements. See "—Risks Relating to Our Business—If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition" and "Regulation—Insurance Holding Company Regulation."

Our liquidity and capital position are highly dependent on the performance of our subsidiaries and their ability to pay future dividends to us as anticipated. The evaluation of future dividend sources and our overall liquidity plans are subject to current and future market conditions and the economic recovery from COVID-19, among other factors, which are subject to change.

There has been no prior public market for our common stock and an active public market may never develop, which could cause our common stock to trade at a discount and make it difficult for holders of our common stock to sell their shares.

Prior to this offering, there has been no established trading market for our common stock, and there can be no assurance that an active trading market for our common stock will develop or, if one develops, be maintained. If an active public market for our common stock does not develop, or is not maintained, it may be difficult for you to sell our common stock at a price that is attractive to you or at all. Our Parent will negotiate the initial public offering price per share of common stock with the representatives of the underwriters and therefore that price may not be indicative of the market price of our common stock after this offering. Accordingly, no assurance can be given as to the ability of our stockholders to sell their common stock or the price that our stockholders may obtain for their common stock. The market price for our common stock may fall below the initial public offering price. In addition, the market price of our common stock may fluctuate significantly. Some of the factors that could negatively affect the market price of our common stock include:

- actual or anticipated variations in our quarterly operating results;
- changes in our earnings estimates or publication of research reports about us or the mortgage insurance industry;
- changes in market valuations of similar companies;
- any indebtedness we incur in the future;
- changes in credit markets and interest rates;
- changes in government policies, laws and regulations;
- changes impacting the GSEs and the FHA;
- additions to or departures of our key management;
- actions by stockholders;
- speculation in the press or investment community;
- impact of our relationship over time with our Parent;
- strategic actions by us or our competitors;
- changes in our financial strength ratings;
- general market and economic conditions;
- our failure to meet, or the lowering of, our earnings estimates or those of any securities analysts; and
- price and volume fluctuations in the stock market generally.

The stock markets have experienced volatility and price and volume fluctuations in recent years that have been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our common stock. In particular, the market prices of securities of insurance and financial services companies have experienced fluctuations that often have been unrelated or disproportionate to the operating results of these companies. These market fluctuations could result in excess volatility in the price of shares of our common stock, which could cause a decline in the value of your investment. You should also be aware that price volatility may be greater if the public float and trading volume of shares of our common stock are low.

If our estimates or judgments relating to our critical accounting policies are based on assumptions that change or prove to be incorrect, our results of operations could fall below expectations of securities analysts and investors, resulting in a decline in the market price of our stock.

The preparation of our financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets, liabilities, equity, revenue and expenses that are not readily apparent from other sources. If our assumptions change or if actual circumstances differ from those in our assumptions, our results of operations may be adversely affected and may fall below the expectations of securities analysts and investors, resulting in a decline in the market price of our stock. Further, the design and effectiveness of our disclosure controls and procedures and internal control over financial reporting may not prevent all errors, misstatements or misrepresentations. See "—Our business could be adversely impacted from deficiencies in our disclosure controls and procedures or internal control over financial reporting.

Future sales of shares by existing stockholders could cause our share price to decline.

Sales of substantial amounts of our common stock in the public market following this offering, or the perception that these sales could occur, may cause the market price of our common stock to decline. Upon completion of this offering, we will have 162,840,000 outstanding shares of common stock, of which our Parent will beneficially own approximately 83.7% (approximately 81.6% if the underwriters exercise in full their option to purchase additional shares). All of the shares sold pursuant to this offering will be immediately tradable without restriction under the Securities Act, unless held by "affiliates," as that term is defined in Rule 144 under the Securities Act. The remaining shares of common stock will be "restricted securities" within the meaning of Rule 144 under the Securities Act, but will be eligible for resale subject to applicable volume, means of sale, holding period and other limitations of Rule 144 or pursuant to an exemption from registration under the Securities Act, subject to any restrictions on unvested shares issued under our share incentive plans and subject to the terms of the lock-up agreements described below. J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC, the representatives of the underwriters, may, in their sole discretion and at any time without notice, release all or any portion of the securities subject to lock-up agreements entered into in connection with this offering. See "Underwriting."

We, our executive officers and directors and our Parent have agreed with the underwriters to a "lock-up," meaning that, subject to certain exceptions, we, our executive officers and directors and our Parent and its direct affiliates will not dispose of or hedge any of their common stock or securities convertible into or exchangeable for shares of common stock during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC. Following the expiration of this 180-day lock-up period, 136,785,600 shares of common stock will be eligible for future sale, subject to the applicable volume, manner of sale, holding period and other limitations of Rule 144 and subject to any restrictions on unvested shares issued under our share incentive plans. See "Shares Eligible for Future Sale." Such sales may not be subject to the volume, manner of sale, holding period and other limitations of Rule 144. As resale restrictions end, the market price of our common stock could decline if the holders of those shares sell them or are perceived by the market as intending to sell them. In addition, our Parent, which holds approximately 136,263,860 shares, or 83.7% of our outstanding common stock following this offering (approximately 81.6% if the underwriters exercise in full their option to purchase additional shares), will have registration rights, subject to certain conditions, to require us to file registration statements covering the sale of its shares or to include its shares in registration statements that we may file for ourselves or other stockholders in the future, although we will be restricted from filing such registration statements during the 180-day lock-up period. Once we register the shares for our Parent, they will be freely tradable in the public market upon resale by our Parent.

In the future, we may issue additional shares of common stock or other securities convertible into or exchangeable for shares of our common stock. Any of these issuances could result in substantial dilution to our existing stockholders and could cause the trading price of our common stock to decline.

If securities or industry analysts do not publish research or publish misleading or unfavorable research about our business, our share price and trading volume could decline.

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. We do not currently have and may never obtain research coverage by securities and industry analysts. If there is no coverage of us by securities or industry analysts, the trading price for our common stock could be negatively affected. In the event we obtain securities or industry analyst coverage or if one or more of these analysts downgrades our shares or publishes misleading or unfavorable research about our business, our share price would likely decline. If one or more of these analysts ceases coverage of us or fails to publish reports on us regularly, demand for our shares could decrease, which could cause our share price or trading volume to decline.

Provisions of state corporate and state insurance laws, of PMIERs and of our amended and restated certificate of incorporation and our amended and restated bylaws may prevent or delay an acquisition of us, which could decrease the trading price of our common stock.

State laws, PMIERs and provisions of our amended and restated certificate of incorporation and our amended and restated bylaws may delay, deter, prevent or render more difficult a takeover attempt that our stockholders might consider in their best interests. For example, such laws or provisions may prevent our stockholders from receiving the benefit from any premium to the market price of our common stock offered by a bidder in a takeover context. Even in the absence of a takeover attempt, the existence of these provisions may adversely affect the prevailing market price of our common stock if they are viewed as discouraging takeover attempts in the future.

The insurance laws and regulations of the various states in which our insurance subsidiaries are organized may delay or impede a business combination involving our company. State insurance laws prohibit an entity from acquiring control of an insurance company without the prior approval of the domestic insurance regulator. Under most states' statutes, an entity is presumed to have control of an insurance company if it owns, directly or indirectly, 10% or more of the voting stock of that insurance company or its parent company. In addition, PMIERs may delay or impede a business combination or change of control involving our company. PMIERs requires us to obtain the prior written approval of the GSEs before we permit a material change in, or acquisition of, control or beneficial ownership of our company or make changes to our corporate or legal structure. These restrictions may delay, deter or prevent a potential merger or sale of our company, even if our board of directors decides that it is in the best interests of stockholders for us to merge or be sold. These restrictions also may delay sales by us or acquisitions by third parties of our insurance subsidiaries.

Our amended and restated certificate of incorporation and bylaws will include provisions that may have anti-takeover effects, such as prohibiting stockholders from calling special meetings of our stockholders and, from and after such time as our Parent ceases to beneficially own at least 50% of our outstanding common stock, from taking action by written consent. See "Description of Capital Stock—Anti-Takeover Provisions."

We will be a "controlled company" within the meaning of the Nasdaq rules and we will qualify for exemptions from certain corporate governance requirements.

Upon the completion of this offering, our Parent will beneficially own approximately 83.7% of our outstanding common stock (approximately 81.6% if the underwriters exercise in full their option to purchase additional shares). GHI is our direct parent and is a wholly owned subsidiary of our Parent. Because our Parent will control more than a majority of the total voting power of our common stock following this offering, we will be a "controlled company" within the meaning of the Nasdaq rules. Under these rules, a company of which more than 50% of the voting power is held by another person or group of

persons acting together is a "controlled company" and may elect not to comply with certain stock exchange rules regarding corporate governance, including:

- the requirement that a majority of its board of directors consist of independent directors;
- the requirement that its director nominees be selected or recommended for the board's selection by a majority of the board's independent directors in a vote in which only independent directors participate or by a nominating committee comprised entirely of independent directors, in either case, with a formal written charter or board resolutions, as applicable, addressing the nominations process and such related matters as may be required under the federal securities laws; and
- the requirement that its compensation committee be comprised entirely of independent directors with a written charter addressing the committee's purpose and responsibilities.

We do not intend to rely on the exemptions to the requirements that a majority of our directors be independent and our nominating and corporate governance committee be comprised of entirely independent directors. Upon consummation of this offering, we intend for our board of directors to consist of a majority of independent directors and our nominating and corporate governance committee to be comprised of entirely independent directors. We, however, intend to elect not to comply with the other requirement set forth above that the compensation committee be comprised entirely of independent directors. For as long as our Parent continues to beneficially own more than 50% of our outstanding common stock, our Parent generally will be able to determine the outcome of many corporate actions requiring stockholder approval, including the election of directors and the amendment of our certificate of incorporation and bylaws. In addition, under the provisions of the Master Agreement that we intend to enter into with our Parent prior to or concurrently with the completion of this offering, our Parent will have consent rights with respect to certain corporate and business activities that we may undertake, including during periods where Parent holds less than a majority of our common stock. See "Certain Relationships and Related Party Transactions—Relationship with Our Parent—Master Agreement." Accordingly, you may not have the same protections afforded to stockholders of companies that are subject to all of the Nasdaq rules regarding corporate governance.

Our amended and restated certificate of incorporation will contain exclusive forum provisions, which could limit our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any of our current or former directors, officers, stockholders, employees or agents to us or our stockholders, (iii) any action asserting a claim against us or any of our current or former directors, officers, stockholders, employees or agents arising out of or relating to any provision of the Delaware General Corporation Law ("DGCL") or our amended and restated certificate of incorporation or our amended and restated bylaws (each, as in effect from time to time), or (iv) any action asserting a claim against us or any of our current or former directors, officers, stockholders, employees or agents governed by the internal affairs doctrine of the State of Delaware; provided, however, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as

amended (the “Securities Act”). This exclusive forum provision does not preclude or contract the scope of exclusive federal or concurrent jurisdiction for any actions brought under the Securities Act. This exclusive forum provision will not apply to actions arising under the Exchange Act of 1934 (the “Exchange Act”). Our exclusive forum provision will not relieve us of our duties to comply with the federal securities laws and the rules and regulations thereunder, and our stockholders will not be deemed to have waived our compliance with these laws, rules and regulations.

Any person or entity purchasing or otherwise acquiring or holding any interest in any of our securities shall be deemed to have notice of and consented to this provision. This exclusive-forum provision may limit a stockholder’s ability to bring a claim in a judicial forum of its choosing for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees. If a court were to find the exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could harm our results of operations.

Our business could be adversely impacted from deficiencies in our disclosure controls and procedures or internal control over financial reporting.

The design and effectiveness of our disclosure controls and procedures and internal control over financial reporting may not prevent all errors, misstatements or misrepresentations, particularly given our current remote work environment and the increased risk that our employees may be unable to properly perform and execute controls. While management continually reviews the effectiveness of our disclosure controls and procedures and internal control over financial reporting, there can be no guarantee that our internal control over financial reporting will be effective in accomplishing all control objectives all of the time. Any material weaknesses in internal control over financial reporting or any other failure to maintain effective disclosure controls and procedures could result in material errors or restatements in our historical financial statements or untimely filings, which could cause investors to lose confidence in our reported financial information, and a decline in our share price.

Future offerings of debt or equity securities that may rank senior to our common stock may restrict our operating flexibility and adversely affect the market price of our common stock.

If we decide to issue debt securities in the future, it is likely that they will be governed by an indenture or other instrument containing covenants restricting our operating flexibility. Additionally, any equity securities or convertible or exchangeable securities that we issue in the future may have rights, preferences and privileges more favorable than those of our common stock and may adversely affect the market price of our common stock. Any such preference equity securities will rank senior to our common stock and will also have priority with respect to any distributions upon a liquidation, dissolution or similar event, which could result in the loss of all or a portion of your investment. Our board of directors will have discretion whether to make any such issuances. Our decision to issue such securities will depend on market conditions and other factors beyond our control, and we cannot predict or estimate the amount, timing or nature of our future offerings. In addition, should our Parent contribute, or be required to contribute, additional capital to us, you may experience immediate dilution to the value of your shares of common stock.

The reduced disclosure requirements applicable to us as an “emerging growth company” under the JOBS Act may make our common stock less attractive to investors.

At the time of the initial confidential submission of the registration statement of which this prospectus forms a part, we qualified as an “emerging growth company,” as defined in Section 2(a)(19) of the Securities Act, including as modified by the JOBS Act, and expect to remain an emerging growth company until the earliest of (a) the date on which we consummate this offering and (b) the end of the one-year period beginning on the date we ceased to be an emerging growth company. For as long as we remain an “emerging growth company,” we may take advantage of certain exemptions from various

reporting requirements that are applicable to other public companies, including, but not limited to, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and exemptions from the requirements of holding a nonbinding advisory vote on certain executive compensation matters, such as “say on pay” and “say on frequency” and stockholder approval of any golden parachute payments not previously approved. As a result, our stockholders may not have access to certain information that they may deem important.

Furthermore, while we generally must comply with Section 404 of the Sarbanes Oxley Act for our fiscal year ending December 31, 2021, we are not required to have our independent registered public accounting firm attest to the effectiveness of our internal controls until our first annual report subsequent to our ceasing to be an “emerging growth company” within the meaning of Section 2(a)(19) of the Securities Act, including as modified by the JOBS Act. Accordingly, we may not be required to have our independent registered public accounting firm attest to the effectiveness of our internal controls until as late as our annual report for the fiscal year ending December 31, 2022. Once it is required to do so, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are documented, designed, operated or reviewed. Compliance with these requirements may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner.

We cannot predict if investors will find our common stock less attractive as a result of our taking advantage of these exemptions. If they do, there may be a less active trading market for our common stock and our stock price may be more volatile.

The industry and market data we have relied upon may be inaccurate or incomplete and is subject to change.

We obtained the industry, market and competitive position data throughout this prospectus from (i) our own internal estimates and research, (ii) industry and general publications and research, (iii) studies and surveys conducted by third parties and (iv) other publicly available information. Independent research reports and industry publications generally indicate that the information contained therein was obtained from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While we believe that the information included in this prospectus from such publications, research, studies and surveys is reliable, industry and market data could be wrong because of the method by which sources obtained their data and because information cannot always be verified with certainty due to the limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties. In addition, we do not know all of the assumptions regarding general economic conditions or growth that were used in preparing the forecasts from sources cited herein. While we believe our internal estimates and research are reliable and the definitions of our market and industry are appropriate, neither such estimates and research nor such definitions have been verified by any independent source. Furthermore, certain reports, research and publications from which we have obtained industry and market data that are used in this prospectus had been published before the outbreak of COVID-19 and therefore do not reflect any impact of COVID-19 on any specific market or globally. The risk that industry and market data could be wrong is exacerbated when dealing with unprecedented scenarios, such as COVID-19, due to the lack of reliable historical reference points and data.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS AND MARKET DATA

This prospectus contains forward-looking statements that are subject to certain risks and uncertainties. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “potential,” “plan,” “intend,” “seek,” “assume,” “believe,” “may,” “will,” “should,” “could,” “would,” “likely” and other words and terms of similar meaning, including the negative of these or similar words and terms, in connection with any discussion of the timing or nature of future operating or financial performance or other events. However, not all forward-looking statements contain these identifying words. Forward-looking statements appear in a number of places throughout this prospectus and give our current expectations and projections relating to our financial condition, results of operations, plans, strategies, objectives, future performance, business and other matters.

We caution you that forward-looking statements are not guarantees of future performance and that our actual consolidated results of operations, financial condition and liquidity may differ materially from those made in or suggested by the forward-looking statements contained in this prospectus. There can be no assurance that actual developments will be those anticipated by us. In addition, even if our consolidated results of operations, financial condition and liquidity are consistent with the forward-looking statements contained in this prospectus, those results or developments may not be indicative of results or developments in subsequent periods. A number of important factors could cause actual results or conditions to differ materially from those contained or implied by the forward-looking statements, including the risks discussed in “Risk Factors.” Factors that could cause actual results or conditions to differ from those reflected in the forward-looking statements contained in this prospectus include:

- the impact of the COVID-19 pandemic and uncertainties, including the scope and duration of the pandemic and responsive actions taken by governmental authorities and its impact on the housing market;
- whether the Concurrent Private Placement is successfully consummated;
- our ability to meet the requirements mandated by the GSEs and PMIERs, which could change in a way that is adverse to our business, such as the implementation of the Enterprise Capital Framework, which includes higher GSE capital requirements that could ultimately lead to increased costs to borrowers for GSE loans, which in turn could result in a smaller market for private mortgage insurance;
- a deterioration in economic conditions or decline in home prices;
- our ability to accurately estimate loss reserves;
- inaccuracies in the models we use in our business and the variability in loss development in comparison to our model estimates and actuarial assumptions;
- our ability to compete in the mortgage insurance industry, including with GSEs;
- changes to the role of GSEs or to the charters and business practices of the GSEs, including actions or decisions to decrease or discontinue the use of mortgage insurance;
- effects of alternatives to private mortgage insurance or lower coverage levels of mortgage insurance on the amount of insurance we write;
- a deterioration in economic conditions or a decline in home prices;
- adverse effects to our reputation and ratings due to issues affecting our Parent;
- effects of the AXA Settlement on our ability to finance our business with additional debt or equity;

- our ability to maintain customer relationships;
- changes in the composition of our business or undue concentration of customers, geographic regions or products;
- our effectiveness in identifying and adequacy in controlling or mitigating the risks we face through our risk management programs;
- the extent of benefits we will realize from loss mitigation actions or programs;
- effects of interest rates and changes in rates;
- our ability to maintain or increase the capital required for our business in a timely manner and on the terms anticipated;
- the availability, affordability or adequacy of our CRT transactions in protecting us against losses;
- risks related to defaults by us or our counterparties to our CRT transactions;
- adverse ratings agency actions, including a decision by the ratings agencies to provide us with a lower rating than expected after the offering;
- the ability of our insurance subsidiaries to meet statutory capital and other requirements;
- our ability to manage risks in our investment portfolio;
- the effects of the Basel III Rules and the 2017 Basel III Revisions if implemented in the United States;
- the effects of the CFPB final rule defining QM and the GSEs' implementation of that rule;
- the effects of the amount of insurance we write as a result of the Dodd-Frank Act's risk retention requirement or the definition of ARM;
- changes in accounting and reporting standards issued by the FASB or other standard-setting bodies and insurance regulators;
- our ability to on-board, retain, attract and motivate qualified employees and senior management;
- our servicers' abilities to adhere to appropriate servicing standards and COVID-19 disruptions;
- the occurrence of natural or man-made disasters or a pandemic, such as COVID-19;
- our delegated underwriting program subjects us to unanticipated claims;
- potential liabilities in connection with our contract underwriting business;
- our ability to charge premiums that adequately compensate us for the risks and costs associated with the coverage we provide for the duration of a policy;
- a decrease in the volume of Low-Down Payment Loan originations or an increase in mortgage loan cancellations;
- the impact of unanticipated problems as a result of the failure or compromise of our computer systems;
- actual or perceived failure to protect the consumer information and other data we collect, process and store;
- losses in connection with future litigation and regulatory proceedings or other actions;

- changes in tax laws; and
- changes in regulation of our insurance operations or adverse changes in our regulatory requirements.

Important factors referenced above may not contain all of the factors that are important to you in making a decision to invest in our common stock. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect or anticipate. In light of these risks, we caution you against relying upon any forward-looking statements contained in this prospectus. The forward-looking statements included in this prospectus are qualified by these cautionary statements. These forward-looking statements are made only as of the date hereof. We undertake no obligation, except as may be required by law, to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise. Comparisons of results for current and any prior periods are not intended to express any future trends, or indications of future performance, unless expressed as such, and should only be viewed as historical data.

USE OF PROCEEDS

We will not receive any proceeds from the sale of shares of our common stock by the selling stockholder in this offering or the Concurrent Private Placement, including from any exercise by the underwriters of their option to purchase additional shares from the selling stockholder. The selling stockholder will receive all of the net proceeds from this offering and the Concurrent Private Placement, and will bear the underwriting discount and pay or reimburse us for certain expenses attributable to its sale of our common stock, including accounting fees and certain legal fees. See “Principal and Selling Stockholder.”

DIVIDEND POLICY

Our board of directors may in the future determine to declare and to pay a dividend on our common stock on an annual or more frequent basis based on our capital levels and in accordance with applicable laws and regulatory guidance. Management's intention is to seek regulatory and board approval to initiate the return of excess capital, including the initiation of a regular common dividend as soon as 2022. However, any future determination relating to our dividend policy will be made at the sole discretion of our board of directors and will depend on a number of factors, including general and economic conditions, industry standards, our financial condition and operating results, our available cash and current and anticipated cash needs, restrictions under the documentation governing certain of our indebtedness, capital requirements, regulations, contractual, legal, tax and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries to us, and such other factors as our board of directors may deem relevant. The ability of our board of directors to declare a dividend is also subject to limits imposed by Delaware corporate law and the laws of North Carolina.

We are a holding company, and we have no direct operations. All of our business operations are conducted through our subsidiaries, each of which is a distinct legal entity, and certain legal and contractual restrictions may limit our ability to obtain cash dividends or distributions from them. Our ability to pay dividends depends on our receipt of cash dividends or distributions from our operating subsidiaries. Under PMIERs, the GSEs restrict the ability of our primary operating subsidiary to pay dividends and make other distributions to us unless the respective subsidiary has PMIERs available assets in excess of PMIERs minimum required assets. In addition, the PMIERs Amendment imposes temporary capital preservation provisions through June 30, 2021, that require an approved insurer to obtain prior written GSE approval before paying any dividends or pledging or transferring assets to an affiliate. Furthermore, prior to the satisfaction of the GSE Conditions, the GSE Restrictions require GMICO to maintain 115% of PMIERs Minimum Required Assets through 2021, 120% during 2022 and 125% thereafter (unless our Parent directly or indirectly owns 70% or less of our common stock by December 31, 2021, in which case, the GSE Restrictions require GMICO to maintain 115% of PMIERs Minimum Required Assets through 2022, 120% during 2023 and 125% thereafter). State restrictions, including North Carolina, on our insurance subsidiaries' ability to pay dividends or distributions to us, or any future similar restrictions adopted by the states in which our insurance subsidiaries are domiciled, also could have the effect, under certain circumstances, of blocking or limiting dividends, distributions, or other amounts payable to us by our subsidiaries without affirmative approval, or non-disapproval within a statutory timeframe, of state regulatory authorities. Under Delaware corporate law, our board of directors may declare dividends only to the extent of our "surplus," which is defined as total assets at fair market value minus total liabilities, minus statutory capital, or if there is no surplus, out of net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. See "Risk Factors—Risks Relating to Our Business—We are a holding company, and our only material assets are our equity interests in our subsidiaries. As a consequence, we depend on the ability of our subsidiaries to pay dividends and make other payments and distributions to us and to meet our obligations," "Risk Factors—Risks Relating to Our Business—If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition" and "Regulation—Insurance Holding Company Regulation."

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of December 31, 2020, on an actual basis and an as adjusted basis giving effect to the Share Exchange as if it had occurred on December 31, 2020.

This table should be read in conjunction with "Selected Historical Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our combined financial statements and related notes included elsewhere in this prospectus.

	As of December 31, 2020	
(Amounts in thousands, except par value per share and share amounts)	**Actual**	**As Adjusted**
Cash and cash equivalents	**$ 452,794**	**$ 452,794**
Long-term debt	**738,162**	738,162
Equity:		
Common stock ($0.01 par value; 1,000 shares authorized, 100 shares issued and outstanding, actual; 600,000,000 shares authorized, 162,840,000 shares issued and outstanding, as adjusted) [1] [2]	—	1,628
Additional paid-in capital [2]	2,370,327	2,368,699
Accumulated other comprehensive income (loss)	208,378	208,378
Retained earnings	1,303,106	1,303,106
Total equity	3,881,811	3,881,811
Total capitalization	**$ 4,619,973**	**$ 4,619,973**

(1) In connection with the AXA Settlement, our Parent entered into a Promissory Note secured by a 19.9% interest in our common stock. The collateral will be fully released upon full repayment of the Promissory Note and may be partially released under certain circumstances upon certain prepayments. See "Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—"Our Parent's indebtedness and potential liquidity constraints may negatively affect us" and "The AXA Settlement may negatively affect our ability to finance our business with additional debt, equity or other strategic transactions."

(2) Gives effect to the Share Exchange that was effectuated on May 3, 2021.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The following tables set forth EHI's selected historical consolidated financial data as of and for each of the periods presented.

The selected historical consolidated financial data as of and for the years ended December 31, 2020, 2019, and 2018, have been prepared in accordance with U.S. GAAP. The balance sheet data as of December 31, 2020 and 2019, and the statements of income data for each of the years ended December 31, 2020 and 2019, have been derived from the audited consolidated financial statements of EHI included elsewhere in this prospectus. The balance sheet data as of December 31, 2018 and the statements of income data for the year ended December 31, 2018 have been derived from audited financial statements that are not included in this prospectus.

The historical consolidated financial information is not necessarily indicative of future operating results. This information is only a summary and should be read in conjunction with "Risk Factors," "Capitalization," "Prospectus Summary—Summary Historical Consolidated Financial and Operating Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes appearing elsewhere in this prospectus.

Statements of Income Data	**Years ended December 31,**		
(amounts in thousands)	**2020**	**2019**	**2018**
Revenues:			
Premiums	$ 971,365	$ 856,976	$ 746,864
Net investment income	132,843	116,927	93,198
Net investment gains (losses)	(3,324)	718	(552)
Other income	5,575	4,232	1,587
Total revenues	**1,106,459**	**978,853**	**841,097**
Losses and expenses:			
Losses incurred	379,834	49,850	36,405
Acquisition and operating expenses, net of deferrals	215,024	195,768	176,986
Amortization of deferred acquisition costs and intangibles	20,939	15,065	14,037
Interest expense	18,244	—	—
Total losses and expenses	**634,041**	**260,683**	**227,428**
Income before income taxes and change in fair value of unconsolidated affiliate	**472,418**	**718,170**	**613,669**
Provision for income taxes	101,997	155,832	129,807
Income before change in fair value of unconsolidated affiliate	**370,421**	**562,338**	**483,862**
Change in fair value of unconsolidated affiliate, net of tax	—	115,290	(30,261)
Net income	**$ 370,421**	**$ 677,628**	**$ 453,601**

Balance Sheet Data	December 31,		
(Amounts in thousands, except par value per share amount)	2020	2019	2018
Assets			
Investments:			
Fixed maturity securities available-for-sale, at fair value (amortized cost $4,781,916 and $3,643,347)	$ 5,046,596	$ 3,764,432	$ 3,274,497
Investment in unconsolidated affiliate, at fair value	—	—	424,756
Total investments:	5,046,596	3,764,432	3,699,253
Cash and cash equivalents	452,794	585,058	159,051
Accrued investment income	29,210	24,159	21,922
Deferred acquisition costs	28,872	30,332	28,098
Premiums receivable	46,464	41,161	40,006
Other assets	48,774	54,811	30,358
Deferred tax asset	—	2,971	92,112
Total assets	**$ 5,652,710**	**$ 4,502,924**	**$ 4,070,800**
Liabilities and equity			
Liabilities:			
Loss reserves	$ 555,679	$ 235,062	$ 297,879
Unearned premiums	306,945	383,458	421,788
Other liabilities	133,302	57,329	77,394
Long-term borrowings	738,162	—	—
Deferred tax liability	36,811	—	—
Total liabilities	**1,770,899**	**675,849**	**797,061**
Equity:			
Common stock, $0.01 par value; 600,000 shares authorized; 162,840 shares issued and outstanding	1,628	1,628	1,628
Additional paid-in capital	2,368,699	2,361,978	2,356,223
Accumulated other comprehensive income (loss)	208,378	93,431	(26,522)
Retained earnings	1,303,106	1,370,038	942,410
Total equity	**3,881,811**	**3,827,075**	**3,273,739**
Total liabilities and equity	**$ 5,652,710**	**$ 4,502,924**	**$ 4,070,800**

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our consolidated financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes included herein, "Prospectus Summary—Summary Historical Consolidated Financial and Operating Data" and "Selected Historical Consolidated Financial Data." This discussion includes forward-looking statements and involves numerous risks, uncertainties and assumptions that could cause actual results to differ materially from management's expectations, all of which may be exacerbated by COVID-19. See "—Trends and Conditions" below. Factors that could cause such differences are discussed in this section. For additional information, refer to the sections entitled "Industry and Market Data," "Cautionary Note Regarding Forward-Looking Statements and Market Data" and "Risk Factors." We are not undertaking any obligation to update any forward-looking statements or other statements we may make in the following discussion or elsewhere in this document even though these statements may be affected by events or circumstances occurring after the forward-looking statements or other statements were made. Future results could differ significantly from the historical results presented in this section. References to EHI, the "Company," "we" or "our" herein are, unless the context otherwise requires, to EHI on a consolidated basis.

Overview of Business

We are a leading private mortgage insurance company, having served the United States housing finance market since 1981, and operate in all 50 states and the District of Columbia. Our mortgage insurance products provide credit protection to mortgage lenders, covering a portion of the unpaid principal balance of Low-Down Payment Loans in the event of a default. We believe we have built a leading platform based on long-tenured customer relationships, underwriting excellence and prudent risk and capital management practices. Our business objective is to leverage our competitive strengths to drive market share, maintain our strong capitalization and strong earnings profile and deliver attractive risk-adjusted returns to our Parent and its stockholders.

We generate revenues by providing mortgage credit protection to our customers in exchange for premiums, which we set based on our evaluation of the underlying risk we insure. Once the premium rate is established and coverage is activated, the premium rate remains unchanged for the first ten years of the policy; thereafter the premium rate resets to a lower rate used for the remaining life of the policy. In general, we can only cancel coverage for a failure to pay premiums or at servicer direction when the borrowers achieve the required amount of home equity. Our premium rate is applied predominantly to the original loan balance to determine either a monthly payment that the lender adds to the borrower's monthly loan payment or a single upfront payment made by either the borrower or lender at loan closing. The amount of premiums earned from our insurance portfolio and the timing of premium recognition are also affected by persistency, which we measure as the percentage of loans that remain on our books based on the annualized cancellations for the period.

We also employ a CRT program to transfer a portion of our risk through both traditional XOL reinsurance arrangements and the issuance of MILNs. In exchange, we cede a negotiated amount of our premiums to the reinsurers and MILN investors that participate in our CRT transactions. Our net premiums earned (i.e., materially, the gross premiums charged less premiums ceded as part of our CRT program) represent the largest source of our revenues. Importantly, our CRT program helps to de-risk our operating model and spread the risk of loss across our counterparties while also providing capital relief.

We also invest our premiums in high quality, predominantly fixed income assets with the primary business objectives of preserving capital, generating investment income and maintaining sufficient liquidity to cover our operating expenses and pay future claims. The investment income generated through our investment portfolio is another significant source of our revenues.

We generate profits through collection of premiums less losses, operating expenses and taxes. Our mortgage insurance coverage protects lenders against loss in the event of a borrower default by covering a portion of the outstanding principal balance of a loan. In the event of a borrower default, our coverage reduces and, in certain instances eliminates, losses to the insured by transferring the covered portion of the economic loss to us. Borrower defaults are first reported to us as new delinquencies when the borrower fails to make two consecutive monthly mortgage payments. Incurred losses are our estimate of future claims on these new delinquencies as well as any change in the prior estimates for previously existing delinquencies. In addition, incurred losses include estimates of future claims on IBNR delinquencies. Our incurred losses are based on estimates of both the rate at which delinquencies will go to claim (i.e., claim rate) and the ultimate claim amount (i.e., claim severity). Claim frequency and severity estimates are established based on historical experience focusing on certain delinquency and loan attributes that influence the probability and amount of ultimate claim. Our estimates of ultimate claim amounts for each delinquency include loss adjustment expense ("LAE") that are costs incurred in the settlement of the claim process such as legal fees and costs to record, process and adjust claims. Incurred losses are generally affected by macroeconomic conditions, borrower credit quality, certain loan attributes, underwriting quality and our loss mitigation efforts among other factors detailed below.

For information with respect to our preliminary unaudited estimated financial results for the three months ended March 31, 2021, see ""Prospectus Summary—Recent Developments."

Key Factors Affecting Our Results

Our financial position and results of operations depend to a significant extent on the following factors, each of which may be affected by COVID-19 as noted below in "—Trends and Conditions."

Mortgage Origination Volume

The level of mortgage origination volume is a key driver of our future revenues. The overall mortgage origination market is influenced by macroeconomic factors such as the rate of economic growth, the unemployment rate, interest rates, home affordability, household savings rates, the inventory of unsold homes, demographics of potential homebuyers and credit availability. The mortgage origination market is also influenced by various legislative and regulatory actions and GSE programs and policies that impact the housing and mortgage finance industries.

Penetration

The penetration rate of private mortgage insurance is mainly influenced by the competitiveness of private mortgage insurance compared to alternative products for Low-Down Payment Loans provided by government agencies (principally the FHA and the VA), portfolio lenders that self-insure, reinsurers and capital market transactions designed to mitigate risk. In addition, the private mortgage insurance industry's penetration rate is driven by the relative percentage of purchase mortgage originations versus refinances. Private mortgage insurance penetration tends to be significantly higher on new mortgages for purchased homes than on the refinance of existing mortgages, because average LTV ratios are typically higher on home purchases and therefore are more likely to require mortgage insurance. Lastly, we believe the penetration rate of private mortgage insurance is influenced by other factors, including lender preference, FHA competitiveness and risk appetite, loan limits, contractual terms including cancellability and loss mitigation practices.

Credit and Regulatory Environment

The level of private mortgage insurance market penetration ("market penetration") and eventual market size is affected in part by actions taken by the GSEs and the United States government, including the FHA, the FHFA and Congress, that impact housing or housing finance policy. In the past, these actions have included announced changes, or potential changes, to underwriting standards, FHA pricing, GSE guaranty fees and loan limits, as well as low-down payment programs available through the FHA or GSEs.

Competition and Market Share

Competitors include other private mortgage insurers that are eligible to write business for the GSEs. We compete with other private mortgage insurers based on pricing, underwriting guidelines, customer relationships, service levels, policy terms, loss mitigation practices, perceived financial strength (including comparative credit ratings), reputation, strength of management, product features and technology ease-of-use. We also compete with governmental agencies (principally the FHA and the VA) primarily based on price and underwriting guidelines.

Pricing is highly competitive in the mortgage insurance industry, with industry participants competing for market share, customer relationships and overall value. Recent pricing trends have introduced an increasing number of loan, borrower, lender and property attributes, resulting in expanded granularity in pricing regimes and a shift from traditional published rate cards to dynamic pricing engines that better align price and risk. Our risk-based pricing engine, GenRATE, was developed using One Analytical Framework, which evaluates returns and volatility under both the PMIERs capital framework and our internal economic capital framework, which is sensitive to economic cycles and current housing market conditions. The model assesses the performance of new business under expected and stress scenarios on an individualized loan basis, which is used to determine pricing and inform our risk selection strategy that optimizes economic value by balancing return and volatility.

Seasonality

Consistent with the seasonality of home sales, purchase mortgage origination volumes typically increase in late spring and peak during summer months, leading to a rise in NIW volume during the second and third quarters of a given year. Refinancing volume, however, does not follow a similar seasonal trend and instead is primarily influenced by interest rates, which can overwhelm typical seasonal trends. Delinquency performance (new delinquency formation and cure behavior) is generally favorable in the first and second quarters of the year. Therefore, we typically experience lower levels of losses resulting from favorable delinquency activity in the first and second quarters, as typically compared to the third and fourth quarters. As the COVID-19 pandemic and United States housing market continue to evolve, we may see varying levels of delinquencies and cures from period to period.

The following table presents our NIW, number of cures and new delinquencies for primary policies, excluding our run-off insurance block with reference properties in Mexico, for the periods indicated:

Seasonality	Three Months Ended								
(Dollar amounts in Millions)	Dec 31, 2018	Mar 31, 2019	Jun 30, 2019	Sep 30, 2019	Dec 31, 2019	Mar 31, 2020	Jun 30, 2020	Sep 30, 2020	Dec 31, 2020
NIW	$9,290	$9,636	$15,790	$18,835	$18,170	$17,908	$28,396	$26,550	$27,017
% Change	(9.4)%	3.7%	63.9%	19.3%	(3.5)%	(1.4)%	58.6%	(6.5)%	1.8%
Cure Counts	7,511	8,726	7,791	7,382	7,464	8,649	9,795	20,404	16,548
% Change	(3.5)%	16.2%	(10.7)%	(5.3)%	1.1%	15.9%	13.3%	108.3%	(18.9)%
New Delinquency Count	8,616	8,424	7,606	8,547	8,659	8,114	48,373	16,664	11,923
% Change	10.7%	(2.2)%	(9.7)%	12.4%	1.3%	(6.3)%	496.2%	(65.6)%	(28.5)%

NIW

NIW occurs when a lender activates mortgage insurance coverage on a closed mortgage loan. NIW increases our IIF, premiums written, and premiums earned. NIW is affected by the overall size of the mortgage origination market, the penetration rate of private mortgage insurance into the overall mortgage origination market and our market share of the private mortgage insurance market.

Pricing

Our pricing strategy is designed to charge premium rates commensurate with the underlying risk of each loan we insure. GenRATE provides us with a more flexible, granular and analytical approach to

selecting and pricing risk. Using GenRATE, we can quickly change price to modify our risk selection levels, respond to industry pricing trends or adjust to changing economic conditions. We believe that GenRATE, powered by our proprietary risk model and our understanding of mortgage risk volatility, provides us with a highly sophisticated pricing regime that improves our risk selection and is designed to yield attractive risk adjusted returns through credit cycles.

IIF

IIF at the time of origination is used to determine premiums as the premium rate is expressed as a percentage of IIF. IIF is one of the primary drivers of our future earned premium. Based on the composition of our insurance portfolio, with monthly premium policies comprising a larger proportion of our total portfolio than single premium policies, an increase or decrease in IIF generally has a corresponding impact on premiums earned. Cancellations of our insurance policies as a result of prepayments and other reductions of IIF, such as rescissions of coverage and claims paid, generally have a negative effect on premiums earned.

Persistency Rate and Business Mix

The percentage of IIF that remains insured by us after taking into account annualized cancellations for the period presented is defined as our persistency rate. Because our insurance premiums are earned over the life of a policy, higher or lower persistency rates can have a significant impact on our profitability.

Loan prepayment speeds and the relative mix of business between single premium policies and monthly premium policies also impact our profitability. Assuming all other factors remain constant over the life of the policies, prepayment speeds have an inverse impact on IIF and the expected premium from our monthly policies. Slower prepayment speeds, demonstrated by a higher persistency rate, result in IIF remaining in place, providing increased premium from monthly policies over time as premium payments continue. Earlier than anticipated prepayments, demonstrated by a lower persistency rate, reduce IIF and the premium from our monthly policies.

The following table presents the weighted average mortgage interest rate on outstanding primary IIF as of December 31, 2020, excluding our run-off business. Prepayment speeds may be affected by changes in interest rates, among other factors. An increasing interest rate environment generally will reduce refinancing activity and result in lower prepayments. A declining interest rate environment generally will increase refinancing activity and increase prepayments.

Policy Year	Weighted average rate [1]
2004 and prior	6.12 %
2005 to 2008	5.50 %
2009 to 2012	4.25 %
2013	4.14 %
2014	4.46 %
2015	4.16 %
2016	3.88 %
2017	4.25 %
2018	4.76 %
2019	4.20 %
2020	3.29 %
Total portfolio	3.89 %

(1) Average Annual Mortgage Interest Rate weighted by IIF; In the fourth quarter of 2020, we revised the presentation of our primary insurance in-force to represent the aggregate unpaid principal balance for loans we

insure. Prior year amounts have been reclassified to conform to the current year presentation. Original loan balances are primarily used to determine premiums.

In contrast to monthly premium policies, when single premium policies are cancelled by the insured because the loan has been paid off or otherwise, any remaining unearned premiums are earned at cancellation. Although these cancellations reduce IIF, assuming all other factors remain constant, the profitability of our single premium business increases when persistency rates are lower. As of December 31, 2020 and 2019, single premium policies comprised 15% and 20% of IIF, respectively.

Credit Quality

Improved analytics, stronger loan manufacturing quality controls, and the regulatory implementation of the QM Rule have resulted in a significant improvement in the credit quality for loans originated in the private mortgage insurance market over time. Additionally, private mortgage insurers and the GSEs have maintained strong credit standards over the past decade, with average FICO scores for NIW persisting at levels significantly above historical averages. As a result, the industry is insuring loans from borrowers who should be better positioned to meet their mortgage obligations. More recently, in response to FTHB demand, there has been modest credit expansion that accommodates LTV over 95% and higher DTI ratios. Even after this expansion, private mortgage insurers and the GSEs have maintained strong credit standards well above historical norms.

Net Investment Income

Net investment income is determined primarily by the invested assets held and the average yield on our overall investment portfolio.

Net Investment Gains (Losses)

The recognition of realized investment gains or losses can vary significantly across periods as the activity is highly discretionary based on such factors as market opportunities, our capital profile and overall market cycles that impact the timing of selling securities.

Losses Incurred

Losses incurred represent current payments and changes in the estimated future payments on claims that result from delinquent loans. We estimate an expense only for delinquent loans as explained in Note 2 to our consolidated financial statements. Incurred losses depend to a significant extent on the following factors, each of which in turn may be affected by COVID-19 as noted below in "—Trends and Conditions."

- deterioration of regional or national economic conditions leading to a reduction in borrowers' income and thus their ability to make mortgage payments;
- legislative, regulatory or GSE action, or executive orders permitting or mandating forbearance or a moratorium on foreclosures or evictions due to events such as natural disasters or COVID-19;
- a drop in housing values that could expose us to greater loss on resale of properties obtained through foreclosure proceedings and an adverse change in the effectiveness of loss mitigation actions that could result in an increase in the frequency of expected claim rates;
- a drop in housing values that negatively impacts a borrower's willingness to continue mortgage payments, potentially leading to higher delinquencies and ultimately claims;
- if the foreclosure occurs in a state that imposes judicial process, which generally increases the amount of time it takes for a foreclosure to be completed, which impacts severity of the claim;
- the credit characteristics in our in-force portfolio, as loans with higher risk characteristics generally result in more delinquencies and claims;

- the size of loans we insure, as loans with relatively higher average loan amounts generally result in higher incurred losses;
- the coverage percentage on insured loans, as loans with higher percentages of insurance coverage generally correlate with higher incurred losses;
- the level and amount of reinsurance coverage maintained with third parties; and
- the distribution of claims over the life of a book. Historically, the first few years after origination have relatively low claims, with claims increasing for several years subsequently and then declining. However, persistency, the condition of the economy, including unemployment and housing prices, and other factors can affect this pattern.

Credit Risk Transfer

We use CRT transactions to transfer a portion of our risk to third parties, through both traditional XOL reinsurance and the issuance of MILNs. Our CRT program reduces the volatility of our in-force portfolio and provides capital relief under PMIERs. When we enter into a CRT transaction, the reinsurer receives a premium and, in exchange, insures an agreed upon portion of incurred losses. These arrangements have the impact of reducing our earned premiums but also provide capital relief under PMIERs in exchange for a negotiated ceded premium rate. Under certain stress scenarios, our incurred losses are also reduced by any incurred losses ceded in accordance with our reinsurance agreements.

Operating Expenses

Our operating expenses include costs related to the acquisition and ongoing maintenance of our insurance contracts, including sales, underwriting and general operating costs. Acquisition expenses are influenced by the amount of our NIW. Acquisition costs that are related directly to the successful acquisition of new insurance policies, such as underwriting expenses, are deferred and amortized over the life of the underlying insurance policies. These deferred acquisition costs are referred to as “DAC.” The ongoing maintenance expenses of our insurance contracts are generally fixed in nature and include costs such as information technology, finance and legal, among others, including costs allocated from our Parent for certain activities on our behalf. See Note 11 to our consolidated financial statements regarding our related party transactions.

Critical Accounting Estimates

The accounting estimates (including sensitivities) discussed in this section are those that we consider to be particularly critical to an understanding of our consolidated financial statements because their application places the most significant demands on our ability to judge the effect of inherently uncertain matters on our financial results. The sensitivities included in this section involve matters that are also inherently uncertain and involve the exercise of significant judgment in selecting the factors and amounts used in the sensitivities. Small changes in the amounts used in the sensitivities or the use of different factors could result in materially different outcomes from those reflected in the sensitivities. For all of these accounting estimates, we caution that future events seldom develop as estimated and management’s best estimates often require adjustment.

Loss Reserves

Loss reserves represents the amount needed to provide for the estimated ultimate cost of settling claims relating to insured events that have occurred on or before the end of the respective reporting period. The estimated liability includes requirements for future payments of: (a) losses that have been reported to the insurer; (b) losses related to insured events that have occurred but that have not been reported to the insurer as of the date the liability is estimated; and (c) loss adjustment expenses (“LAE”). Loss adjustment expenses include costs incurred in the claim settlement process such as legal fees and costs to record, process and adjust claims. Consistent with U.S. GAAP and industry accounting practices,

we do not establish loss reserves for future claims on insured loans that are not in default or believed to be in default.

Estimates and actuarial assumptions used for establishing loss reserves involve the exercise of significant judgment, and changes in assumptions or deviations of actual experience from assumptions can have material impacts on our loss reserves and net income (loss). Because these assumptions relate to factors that are not known in advance, change over time, are difficult to accurately predict and are inherently uncertain, we cannot determine with precision the ultimate amounts we will pay for actual claims or the timing of those payments. The sources of uncertainty affecting the estimates are numerous and include factors internal and external to us. Internal factors include, but are not limited to, changes in the mix of exposures, loss mitigation activities and claim settlement practices. Significant external influences include changes in home prices, unemployment, government housing policies, state foreclosure timeline, general economic conditions, interest rates, tax policy, credit availability, and mortgage products. Small changes in assumptions or small deviations of actual experience from assumptions can have, and in the past have had, material impacts on our reserves, results of operations and financial condition.

We establish reserves to recognize the estimated liability for losses and LAE related to defaults on insured mortgage loans. Loss reserves are established by estimating the number of loans in our inventory of delinquent loans that will result in a claim payment, which is referred to as the claim rate, and further estimating the amount of the claim payment, which is referred to as claim severity. The estimates are determined using a factor-based approach, in which assumptions of claim rates for loans in default and the average amount paid for loans that result in a claim are calculated using traditional actuarial techniques. Over time, as the status of the underlying delinquent loans moves toward foreclosure and the likelihood of the associated claim loss increases, the amount of the loss reserves associated with the potential claims may also increase.

Management monitors actual experience, and where circumstances warrant, will revise its assumptions. Our liability for loss reserves is reviewed regularly, with changes in our estimates of future claims recorded through net income. Estimation of losses are based on historical claim and cure experience and covered exposures and is inherently judgmental. Future developments may result in losses greater or less than the liability for loss reserves provided.

In considering the potential sensitivity of the factors underlying management's best estimate of our loss reserve, it is possible that even a relatively small change in the estimated claim and severity rates could have a significant impact on loss reserves and, correspondingly, on results of operations. For example, based on our actual experience during the three-year period ended December 31, 2020, a quarterly change of 14%, or a 3-basis point change, in the average claim rate would change the gross loss reserve amount for such quarter by approximately $72 million. Likewise, a quarterly change of 5%, or a 5-basis point change, in the average severity rate would change the gross loss reserve amount for such quarter by approximately $26 million.

Investments

Valuation of Fixed Maturity Securities

Our portfolio of fixed maturity securities comprises primarily investment grade securities, which are carried at fair value. Estimates of fair values for fixed maturity securities are obtained primarily from industry-standard pricing methodologies utilizing market observable inputs. For our less liquid securities, such as our privately placed securities, we utilize independent market data to employ alternative valuation methods commonly used in the financial services industry to estimate fair value. Based on the market observability of the inputs used in estimating the fair value, the pricing level is assigned.

See Notes 2, 3 and 4 to our consolidated financial statements for additional information related to the valuation of fixed maturity securities and a description of the fair value measurement estimates and level assignments.

Other-Than-Temporary Impairments on Available-For-Sale Securities

As of each balance sheet date, we evaluate fixed maturity securities in an unrealized loss position for other-than-temporary impairments. We consider all available information relevant to the collectability of the security, including information about past events, current conditions, and reasonable and supportable forecasts, when developing the estimate of cash flows expected to be collected.

See Note 2 and 3 to our consolidated financial statements for additional information related to other-than-temporary impairments on fixed maturity securities.

Investment in Unconsolidated Affiliate

Prior to December 12, 2019, we held 14.1 million, or approximately 16.4%, of the outstanding common shares of Genworth MI Canada Inc. ("Genworth Canada"), a publicly traded company on the Toronto Stock Exchange. We concluded that we had significant influence over Genworth Canada primarily due to board representation, and therefore, classified our investment in Genworth Canada as an equity method investment.

We elected to account for the investment in Genworth Canada under the fair value option because the investment had a readily determinable fair value. Accordingly, the investment was recorded at fair value, and changes in the fair value of the investment for each reporting period were recorded in the consolidated statements of income. The change in fair value of the investment in Genworth Canada, including dividends and the sale of common shares, was $127.4 million in 2019 and was included within change in fair value of unconsolidated affiliate in the consolidated statements of income, net of provision for income taxes of $12.1 million in 2019.

On December 12, 2019, we completed the sale of our investment in Genworth Canada to an affiliate of Brookfield Business Partners L.P. and received approximately $501.8 million in net cash proceeds.

Revenue Recognition

The majority of our insurance contracts have recurring monthly premiums. We recognize recurring premiums over the terms of the related insurance policy on a pro-rata basis. Premiums written on single premium policies and annual premium policies are initially deferred as unearned premium reserve and earned over the policy life. A portion of the revenue from single premium policies is recognized in premiums earned in the current period, and the remaining portion is deferred as unearned premiums and earned over the estimated expiration of risk of the policy. If single premium policies are cancelled and the premium is non-refundable, then the remaining unearned premium related to each cancelled policy is recognized to earned premiums upon notification of the cancellation. For borrower-paid mortgage insurance, coverage ceases at the earlier of prepayment, or when the original principal is amortized to a 78% loan-to-value ratio in accordance with the Homeowners Protection Act of 1998.

We periodically review our premium earnings recognition models with any adjustments to the estimates reflected as a cumulative adjustment on a retrospective basis in current period net income. These reviews include the consideration of recent and projected loss and policy cancellation experience, and adjustments to the estimated earnings patterns are made, if warranted. In 2019, the review resulted in an increase in earned premiums of $13.7 million.

Changes in market conditions could cause a decline in mortgage originations, mortgage insurance penetration rates, persistency and our market share, all of which could impact new insurance written. For example, a decline in primary new insurance written of $1.0 billion would result in a reduction in earned premiums of approximately $4 million in the first full year. Likewise, if primary persistency rates declined on our existing insurance in-force by 10%, earned premiums would decline by approximately $101 million during the first full year, partially offset by higher policy cancellations in our single premium products. These reductions in earned premiums could be potentially offset by lower reserves due to policies no longer being in-force.

Trends and Conditions

The United States economy and consumer confidence improved in the second half of 2020 compared to the first half of 2020 as state economies reopened in varying degrees; however, certain geographies and industries have experienced slower recoveries because of the virus, the mitigation steps taken to control its spread or changed consumer behavior. While the economy remains weak compared to pre-COVID-19, the unemployment rate was elevated at 6.7% in December 2020 compared to the pre-pandemic level of 3.5% in February 2020, but has decreased from a peak of 14.8% in April 2020. Even after the recovery in the second half of 2020, the number of unemployed Americans stands at approximately 11 million, which is 5 million higher than in February 2020. Among the unemployed, those on temporary layoff continued to decrease to 3 million from a peak of 18 million in April 2020, but the number of permanent job losses increased to 3 million. In addition, the number of long term unemployed over 26 weeks increased to 4 million. Specific to housing finance, mortgage origination activity remained robust in the fourth quarter of 2020 fueled by refinance activity and a strong surge in home sales. Refinance activity remained robust but relatively flat as compared to the third quarter of 2020. After experiencing a slowdown in sales during the second quarter of 2020, the purchase market improved in the second half of 2020 with sales of previously owned homes increasing 10% in the fourth quarter of 2020 compared to the third quarter of 2020 and inventories declining from 2.8 months to 2.1 months. The pandemic continued to affect our financial results in the fourth quarter of 2020 as primarily evidenced by reserve strengthening and the elevated, but declining, servicer reported forbearance and new delinquencies during the fourth quarter of 2020.

The impact of the COVID-19 pandemic on our future business results is difficult to predict. We have performed and have periodically revised our scenario planning to help us better understand and tailor our actions to help mitigate the potential adverse effects of the pandemic on our financial results. While our current financial results to date fall within the range of our current scenarios, the ultimate outcomes and impact on our business will depend on the spread and length of the pandemic. Of similar importance will be the amount, type and duration of government stimulus and its impact on borrowers, regulatory and government actions to support housing and the economy, spread mitigating actions to curb the current increase in cases, the possible resurgence of the virus in the future and the shape of economic recovery, all of which are unknown at present. It is difficult to predict how long borrowers will need to use forbearance to assist them during the pandemic. Given the length of time current forbearance plans may be extended, the resolution of a delinquency in a plan, whether it ultimately results in a cure or a claim, is difficult to estimate and may not be known for several quarters, if not longer. We continue to monitor COVID-19 developments and regulatory and government actions. However, given the specific risks to our business, it is possible the pandemic could have a significant adverse impact on our results of operations and financial condition.

Specific to housing finance, the CARES Act requires mortgage servicers to provide up to 180 days of deferred or reduced payments (“forbearance”) for borrowers with a federally backed mortgage loan who assert they have experienced a financial hardship related to COVID-19. Forbearance may be extended for an additional 180 days up to a year in total or shortened at the request of the borrower. On February 25, 2021, the FHFA announced that borrowers with a mortgage backed by the GSEs who are in an active COVID-19 forbearance plan as of February 28, 2021 and have reached a cumulative term of 12 months of forbearance may be granted an extension of up to three months and thereafter one or more forbearance plan term extensions of no more than three months each, provided the plan term does not exceed 18 months of total delinquency or a cumulative term of 18 months, whichever is shorter. The CARES Act also prohibited foreclosures on all federally backed mortgage loans, except for vacant and abandoned properties, for a 60-day period that began on March 18, 2020. Since the introduction of the CARES Act, the GSEs as well as most servicers of non-federally backed mortgage loans have extended similar relief to their respective portfolios of loans. On February 25, 2021, the FHFA announced an extension until June 30, 2021 of the foreclosure moratorium that was originally set to expire on March 31, 2021 for mortgages that are purchased by the GSEs, which the CFPB may further extend to December 31, 2021, as described in more detail below. At the conclusion of the forbearance term, a borrower may

either bring their loan current, defer any missed payments until the end of their loan, or the loan can be modified through a repayment plan or extension of the mortgage term. In addition, the CARES Act provides that furnishers of credit reporting information, including servicers, should continue to report a loan as current to credit reporting agencies if the loan is subject to a payment accommodation, such as forbearance, so long as the borrower abides by the terms of the accommodation. Many servicers have updated and improved their reporting to private mortgage insurers for when a loan is covered by forbearance. Servicer reported forbearance slowed meaningfully beginning in June 2020 and ended the fourth quarter of 2020 with approximately 5.4% or 50,018 of our active primary policies reported in a forbearance plan, of which approximately 63% were reported as delinquent. It is difficult to predict the future level of reported forbearance and how many of the policies in a forbearance plan that remain current on their monthly mortgage payment will go delinquent.

In anticipation of the upcoming expiration of the foreclosure moratoriums and forbearances and borrowers exiting forbearance programs after reaching the maximum number of permitted forborne payments, on April 1, 2021, the CFPB issued Compliance Bulletin and Policy Guidance 2021-02 advising mortgage servicers of the risk of a high volume of loans needing loss mitigation. The CFPB further stated that it will be monitoring how servicers engage with borrowers, respond to borrower requests and process applications for loss mitigation. On April 5, 2021, the CFPB promulgated a Notice of Proposed Rulemaking seeking comments on proposed measures to help prevent avoidable foreclosures as the foreclosure protections expire including, among other things, the implementation of a pre-foreclosure review period that would generally prohibit servicers from starting foreclosures on mortgages purchased by the GSEs until after December 31, 2021. The proposed effective date of the rule is August 31, 2021.

Market penetration and eventual market size are affected in part by actions that impact housing or housing finance policy taken by the GSEs and the United States government, including but not limited to, the FHA and the FHFA. In the past, these actions have included announced changes, or potential changes, to underwriting standards, including changes to the GSEs' automated underwriting systems, FHA pricing, GSE guaranty fees, loan limits and alternative products, such as those offered through Freddie Mac's IMAGIN and Fannie Mae's EPMI pilot programs, as well as low-down payment programs available through the FHA or GSEs. On December 17, 2020, the FHFA promulgated the Enterprise Capital Framework Final Rule for Fannie Mae and Freddie Mac, which includes significantly increased regulatory capital requirements for the GSEs over current requirements. Higher GSE capital requirements could ultimately lead to increased costs to borrowers for GSE loans, which in turn could shift the market away from the GSEs to the FHA or lender portfolios. Such a shift could result in a smaller market for private mortgage insurance. On January 20, 2021, the White House issued a memorandum establishing a plan for managing the federal regulatory process which included, among other things, a request that the heads of executive departments and agencies postpone the effective dates of newly-issued rules for sixty days. Since then, on February 23, 2021, the CFPB published a statement entitled "Statement on Mandatory Compliance Date of General QM Final Rule and Possible Reconsideration of General QM Final Rule and Seasoned QM Final Rule" in which it announced the CFPB was considering rulemaking to reconsider the Amended QM Rule and the Seasoned QM Final Rule and would also propose a rule to delay the July 1, 2021 mandatory compliance date of the Amended QM Rule. On April 27, 2021, the CFPB promulgated a final rule delaying the mandatory compliance date of the Amended QM Rule until October 1, 2022 and noting that the Amended QM Rule and Seasoned QM Final Rule would be reconsidered at a later time. As provided under the final rule, the prior 43% DTI-based QM Rule definition, the new price-based (APOR) definition and the QM Patch will all remain available to lenders for loan applications received prior to October 1, 2022. However, on April 8, 2021, Fannie Mae issued Lender Letter 2021-09 and Freddie Mac issued Bulletin 2021-13 stating that due to the requirements of the PSPAs they would only acquire loans that meet the new price-based (APOR) definition set forth under the Amended QM Rule for applications received on or after July 1, 2021. Accordingly, even though the CFPB has extended the mandatory compliance date of the Amended QM Rule, as a practical matter, many lenders will no longer originate 43% DTI-based QM loans or QM Patch loans for applications received on or after July 1, 2021 if the GSEs continue to maintain this position. See "Risk Factors—Risks Relating to Our Business— "Our business, results of operations and financial condition could be adversely impacted

if, and to the extent that, the Consumer Financial Protection Bureau's final rule defining a QM results in a reduction of the size of the origination market or creates incentives to use government mortgage insurance programs." On January 14, 2021, the FHFA and the Treasury Department agreed to amend the PSPAs between the Treasury Department and each of the GSEs to increase the amount of capital each GSE may retain. In addition, among other things, the PSPAs limit the amount of certain mortgages the GSEs may acquire with two or more prescribed risk factors, including certain mortgages with combined loan-to-value ratios above 90%. Because these limits are based on the current market size, we do not expect any material impact to the private mortgage market in the near term. For more information about the potential future impact, see "Risk Factors—Risks Relating to Our Business—Changes to the role of the GSEs or to the charters or business practices of the GSEs, including actions or decisions to decrease or discontinue the use of mortgage insurance, could adversely affect our business, results of operations and financial condition" and "Risk Factors—Risks Relating to Our Business—The amount of mortgage insurance we write could decline significantly if alternatives to private mortgage insurance are used or lower coverage levels of mortgage insurance are selected."

Estimated mortgage origination volume increased during 2020 compared to 2019 primarily as lower interest rates resulted in higher refinance origination volumes and to a lesser degree higher purchase originations. The estimated private mortgage insurance available market increased driven by higher refinance originations and higher purchase market penetration. Given the volume experienced in 2020, we expect mortgage originations to remain strong into the first quarter of 2021 fueled by historically low interest rates driving refinances and by continued strength in the purchase originations market.

Our primary persistency rate declined to 59% for the year ended December 31, 2020 compared to 76% for the year ended December 31, 2019. Lower persistency has impacted business performance trends in several ways including, but not limited to, offsetting IIF growth from NIW, elevating single premium policy cancellations resulting in higher earned premiums, accelerating the amortization of our existing reinsurance transactions reducing their associated PMIERs capital credit in 2020 and shifting the concentration of primary IIF. For the year ended December 31, 2020, our primary IIF has less than 10% concentration in 2014 and prior book years. Our 2005 through 2008 book year concentration is approximately 5%. In contrast, our 2020 book year is 45% of our primary IIF concentration at December 31, 2020.

The United States private mortgage insurance industry is highly competitive. There are currently six active mortgage insurers, including us. The majority of our NIW is priced using our proprietary risk-based pricing engine, GenRATE, which provides lenders with a granular approach to pricing for borrowers. All active United States mortgage insurers utilize proprietary risk-based pricing engines. Given evolving market dynamics, we expect price competition to remain highly competitive. At the same time, we believe mortgage insurers, including us, consider many variables when pricing their NIW including the prevailing and future macroeconomic conditions. For more information on the potential impacts due to competition, see "Risk Factors—Risks Relating to Our Business—Competition within the mortgage insurance industry could result in the loss of market share, loss of customers, lower premiums, wider credit guidelines and other changes that could have a material adverse effect on our business, results of operations and financial condition."

NIW of $99.9 billion in 2020 increased 60% compared to 2019 primarily due to higher mortgage refinancing originations and a larger private mortgage insurance market. Our largest customer accounted for 12% and 16% of our total NIW during 2020 and 2019, respectively. No other customer exceeded 10% of our NIW during 2020 and 2019. Additionally, no customer had earned premiums that accounted for more than 10% of our total revenues for the years ended December 31, 2020 and 2019. For more information on the potential impacts due to customer concentration, see "Risk Factors—Risks Relating to Our Business—Our reliance on customer relationships could cause us to lose significant sales if one or more of those relationships terminate or are reduced."

Our market share is influenced by the execution of our go to market strategy, including but not limited to, pricing competitiveness relative to our peers and our selective participation in forward commitment

transactions. Our market share remains impacted by the negative ratings differential relative to our competitors, concerns expressed about our Parent's financial condition and the execution of our Parent's strategic plans. We continue to manage the quality of new business through pricing and our underwriting guidelines, which we modify from time to time when circumstances warrant.

Net earned premiums increased in 2020 compared to 2019 primarily from growth in our IIF and from an increase in single premium policy cancellations driven largely by higher mortgage refinancing, partially offset by lower average premium rates. The year ended December 31, 2019 included a favorable adjustment of $14 million related to our single premium earnings pattern review. As a result of COVID-19, we experienced a significant increase in the number of reported delinquent loans between the second and fourth quarters of 2020 as compared to recent pre-COVID-19 quarters. During this time and consistent with prior years, servicers continued the practice of remitting premium during the early stages of default. As a result, we did not experience an impact to earned premiums during 2020. Additionally, we have a business practice of refunding the post-delinquent premiums to the insured party if the delinquent loan goes to claim. We record a liability and a reduction to net earned premiums for the post-delinquent premiums we expect to refund. The liability recorded in 2020 was not significant to the change in earned premiums for the year ended December 31, 2020 as a result of the high concentration of new delinquencies being subject to forbearance and their lower estimated claim rates. The post-default premium liability increased by $3 million primarily as a result of COVID-19 delinquencies and the total liability for all delinquencies was $9 million as of December 31, 2020. As a result of COVID-19, certain state insurance regulators have issued orders or provided guidance to insurers requiring or requesting the provision of grace periods of varying lengths to insureds in the event of non-payment of premium. Regulators differ greatly in their approaches but generally focus on the avoidance of cancellation of coverage for non-payment. We currently comply with all state regulatory requirements and requests. If timely payment is not made, future premiums could decrease and the certificate of insurance could be subject to cancellation after 60 days, or such longer time as required under applicable law. During 2020, servicers also continued to remit premium on non-delinquent loans and therefore we did not experience a significant change to earned premiums.

Our loss reserves and loss ratio continue to be negatively impacted by COVID-19. Borrowers who have experienced a financial hardship including, but not limited to, the loss of income due to the closing of a business or the loss of a job have taken advantage of available forbearance programs and payment deferral options. As a result, we have seen elevated new delinquencies which may ultimately cure at a higher rate than traditional delinquencies should economic activity return to pre-COVID-19 levels. Unlike a hurricane where the natural disaster occurs at a point in time and the rebuild starts soon after, COVID-19 is an ongoing health crisis and we do not know when it will end, making it more difficult to determine the effectiveness of forbearance and the resulting claim rates for new delinquencies in forbearance plans. Given this difference, our prior hurricane experience was leveraged as one of many considerations in the establishment of an appropriate claim rate estimate for new delinquencies in forbearance plans that have emerged as a result of COVID-19. Severity of loss on loans that do go to claim, however, may be negatively impacted by the extended forbearance timeline, the associated elevated expenses, the higher loan amount of the recent new delinquencies and the potential for home price depreciation.

Our loss ratio was 39% for the year ended December 31, 2020, compared to 6% for the year ended December 31, 2019. The increase was largely from higher new delinquencies in 2020 driven primarily from an increase in borrower forbearance as a result of COVID-19. We also strengthened reserves on existing delinquencies by $65 million during 2020 driven primarily by the deterioration of early cure emergence patterns impacting claim frequency along with a modest increase in claim severity. This reserve strengthening compares to favorable reserve adjustments of $23 million in 2019 mostly associated with lower expected claim rates. The favorable reserve adjustments of $23 million along with a $14 million favorable adjustment to earned premiums from our single premium earnings pattern review reduced the loss ratio by three percentage points in 2019. In addition, we experienced lower net benefits from cures and aging of existing delinquencies in 2020. New primary delinquencies of 85,074 contributed $308 million of loss expense during 2020 largely determined by applying a claim rate estimate which

considers the emergence of cures on forbearance and non-forbearance delinquencies and the ongoing economic impact due to the pandemic. Approximately 82% of our primary new delinquencies between the second and fourth quarters of 2020 were subject to a forbearance plan as compared to less than 5% in recent quarters prior to COVID-19. For the year ended December 31, 2019, we had $120 million of loss expense from 33,236 new primary delinquencies. Prior to COVID-19, traditional measures of credit quality, such as FICO score and whether a loan had a prior delinquency were most predictive of new delinquencies. Because the pandemic has affected a broad portion of the population, attribution analysis of new delinquencies revealed that additional factors such as higher DTI ratios, geographic regions more affected by the virus or with a higher concentration of affected industries, loan size, and servicer process differences rose in significance.

As of December 31, 2020, GMICO's RTC ratio under the current regulatory framework as established under North Carolina law and enforced by the NCDOI, GMICO's domestic insurance regulator, was approximately 12.3:1 and 12.5:1 as of December 31, 2020 and 2019, respectively. This RTC ratio remains below the NCDOI's maximum RTC ratio of 25:1. North Carolina's calculation of RTC excludes the RIF for delinquent loans given the established loss reserves against all delinquencies. As a result, we do not expect any immediate, material pressure to GMICO's RTC ratio in the short term as a result of COVID-19. GMICO's ongoing RTC ratio will depend principally on the magnitude of future losses incurred by GMICO, the effectiveness of ongoing loss mitigation activities, new business volume and profitability, the amount of policy lapses and the amount of additional capital that is generated or distributed by the business or capital support provided.

Under PMIERs, we are subject to operational and financial requirements that private mortgage insurers must meet in order to remain eligible to insure loans that are purchased by the GSEs. Each approved mortgage insurer is required to provide the GSEs with an annual certification and a quarterly report evidencing its compliance with PMIERs. On June 29, 2020, the GSEs issued the PMIERs Amendment. In September 2020, the GSEs issued an amended and restated version of the PMIERs Amendment that clarifies Section I (Risk-Based Required Asset Amount Factors), which became effective retroactively on June 30, 2020, and includes a new Section V (Delinquency Reporting), which became effective on December 31, 2020. On December 4, 2020, the GSEs issued a revised and restated version of the PMIERs Amendment that revised and replaced the version issued in September 2020. The December 4, 2020 version extended the application of reduced PMIERs capital factors to each non-performing loan that has an initial missed monthly payment occurring on or after March 1, 2020 and prior to April 1, 2021 and capital preservation period from March 31, 2021 to June 30, 2021.

The PMIERs Amendment implemented both permanent and temporary revisions to PMIERs. For loans that became non-performing due to a COVID-19 hardship, PMIERs was temporarily amended with respect to each non-performing loan that (i) has an initial missed monthly payment occurring on or after March 1, 2020 and prior to April 1, 2021 or (ii) is subject to a forbearance plan granted in response to a financial hardship related to COVID-19, the terms of which are materially consistent with terms of forbearance plans offered by the GSEs. The risk-based required asset amount factor for the non-performing loan will be the greater of (a) the applicable risk-based required asset amount factor for a performing loan were it not delinquent, and (b) the product of a 0.30 multiplier and the applicable risk-based required asset amount factor for a non-performing loan. In the case of (i) above, absent the loan being subject to a forbearance plan described in (ii) above, the 0.30 multiplier will be applicable for no longer than three calendar months beginning with the month in which the loan became a non-performing loan due to having missed two monthly payments. Loans subject to a forbearance plan described in (ii) above include those that are either in a repayment plan or loan modification trial period following the forbearance plan unless reported to the approved insurer that the loan is no longer in such forbearance plan, repayment plan, or loan modification trial period. The PMIERs Amendment also imposes temporary capital preservation provisions through June 30, 2021, that require an approved insurer to obtain prior written GSE approval before paying any dividends, pledging or transferring assets to an affiliate or entering into any new, or altering any existing, arrangements under tax sharing and intercompany expense-sharing agreements, even if such insurer has a surplus of available assets. In addition, the

PMIERs Amendment imposes permanent revisions to the risk-based required asset amount factor for non-performing loans for properties located in future FEMA-Declared Major Disaster Areas eligible for individual assistance.

In September 2020, certain GSE Restrictions were imposed with respect to capital on our business. In connection with this offering, the GSEs have recommended revisions to the GSE Restrictions, subject to FHFA approval. There can be no assurance that such approval process will not result in the final terms being changed. See “Regulation—United States Insurance Regulation” for additional details. These restrictions will remain in effect until the collective GSE Conditions are met.

As of December 31, 2020, we had available assets of $4,588 million against $3,359 million net required assets under PMIERs, compared to available assets of $4,451 million against $3,377 million net required assets as of September 30, 2020 and available assets of $3,811 million against $2,754 million net required assets as of December 31, 2019. The estimated sufficiency above the published PMIERs financial requirements as of December 31, 2020 was $1,229 million, compared to $1,074 million above the published PMIERs requirements as of September 30, 2020 and $1,057 million above the published PMIERs requirements as of December 31, 2019, resulting in a PMIERs sufficiency ratio of 137%, 132% and 138%, respectively, which, was above the requirement imposed by the GSE Restrictions that required us to maintain a PMIERs sufficiency ratio of 115% in 2020. For information with respect to higher PMIERs sufficiency ratios in future periods as a result of the GSE Restrictions, see “Risk Factors —Risks Relating to Our Business— If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs’ interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition.” The increase in the PMIERs sufficiency compared to September 30, 2020 was driven in part by the completion of an insurance linked note transaction in October 2020, which added $311 million of additional PMIERs capital credit as of December 31, 2020, and elevated lapse driven by prevailing low interest rates, partially offset by elevated NIW. In addition, elevated lapse continued to drive an acceleration of the amortization of our existing reinsurance transactions, which caused a reduction in PMIERs capital credit in the fourth quarter of 2020. In addition, our PMIERs required assets as of December 31, 2020 benefited from the application of the 0.30 multiplier to all eligible delinquencies which provided $1,046 million of benefit PMIERs required assets, of which $60 million is related to non-forbearance delinquencies.

Our CRT transactions provided an estimated aggregate of $936 million of PMIERs capital credit as of December 31, 2020. On October 22, 2020, we obtained $350 million of fully collateralized XOL reinsurance coverage from Triangle Re 2020-1 on a portfolio of existing mortgage insurance policies written from January 2020 through August 2020. Triangle Re 2020-1 financed the reinsurance coverage by issuing MILNs in an aggregate amount of $350 million to unaffiliated investors. The notes are non-recourse to us and our affiliates. For additional details see Note 6 to our consolidated financial statements.

On February 4, 2021, we executed an XOL reinsurance transaction with a panel of reinsurers, which will provide up to $210 million of reinsurance coverage on a portion of current and expected NIW for the 2021 book, effective January 1, 2021. On March 2, 2021, we obtained $495 million of fully collateralized XOL reinsurance coverage from Triangle Re 2021-1 Ltd. (“Triangle Re 2021-1”) on a portfolio of existing seasoned mortgage insurance policies written from January 2014 through December 2018 and from October 2019 through December 2019. Triangle Re 2021-1 financed the reinsurance coverage by issuing MILNs in an aggregate amount of $495 million to unaffiliated investors. The notes are non-recourse to us and our affiliates. We may execute future CRT transactions to maintain a prudent level of financial flexibility in excess of the PMIERs capital requirements in response to potential changes in performance and PMIERs requirements over time. On April 16, 2021, we obtained approximately $303 million of fully collateralized XOL reinsurance coverage from Triangle Re 2021-2 Ltd. (“Triangle Re 2021-2”) on a portfolio of existing mortgage insurance policies written from September 2020 through December 2020.

Triangle Re 2021-2 financed the reinsurance coverage by issuing MILNs in an aggregate amount of $303 million to unaffiliated investors. The notes are non-recourse to us and our affiliates.

We paid dividends of $437 million in 2020 generated from the net cash proceeds of EHI's 2025 Senior Notes offering. As a result of the uncertainty regarding the impact of COVID-19 and the recently imposed PMIERs Amendment and GSE Restrictions on our business, we intend to preserve PMIERs available assets. The amount and timing of future dividends will depend on the economic recovery from COVID-19, among other factors.

On December 29, 2020, the CFPB promulgated two final rules (i) the Amended QM Rule and (ii) Seasoned QM Final Rule. The effective date of both rules was March 1, 2021, with a mandatory compliance date for the Amended QM Rule of July 1, 2021. However, on February 23, 2021, the CFPB published a statement entitled "Statement on Mandatory Compliance Date of General QM Final Rule and Possible Reconsideration of General QM Final Rule and Seasoned QM Final Rule" in which it announced the CFPB was considering rulemaking to reconsider the Amended QM Rule and the Seasoned QM Final Rule and would also propose a rule to delay the July 1, 2021 mandatory compliance date of the Amended QM Rule. On April 27, 2021, the CFPB promulgated a final rule delaying the mandatory compliance date of the Amended QM Rule until October 1, 2022 and noting that the Amended QM Rule and Seasoned QM Final Rule would be reconsidered at a later time. As provided under the final rule, the prior 43% DTI-based QM Rule definition, the new price-based (APOR) definition and the QM Patch will all remain available to lenders for loan applications received prior to October 1, 2022. However, on April 8, 2021, Fannie Mae issued Lender Letter 2021-09 and Freddie Mac issued Bulletin 2021-13 stating that due to the requirements of the PSPAs they would only acquire loans that meet the new price-based (APOR) definition set forth under the Amended QM Rule for applications received on or after July 1, 2021. Accordingly, even though the CFPB has extended the mandatory compliance date of the Amended QM Rule, as a practical matter, many lenders will no longer originate 43% DTI-based QM loans or QM Patch loans for applications received on or after July 1, 2021 if the GSEs continue to maintain this position. See "Risk Factors—Risks Relating to Our Business—Our business, results of operations and financial condition could be adversely impacted if, and to the extent that, the Consumer Financial Protection Bureau's final rule defining a QM results in a reduction of the size of the origination market or creates incentives to use government mortgage insurance programs."

Results of Operations and Key Metrics

Results of Operations

Year Ended December 31, 2020 Compared to Year Ended December 31, 2019

The following table presents our consolidated results for the periods indicated:

(Amounts in thousands)	Years ended December 31		Increase (decrease) and percentage change	
	2020	2019	2020 vs. 2019	
Revenues:				
Premiums	$ 971,365	$ 856,976	$ 114,389	13 %
Net investment income	132,843	116,927	15,916	14 %
Net investment gains (losses)	(3,324)	718	(4,042)	(563)%
Other income	5,575	4,232	1,343	32 %
Total revenues	1,106,459	978,853	127,606	13 %
Losses and expenses:				
Losses incurred	379,834	49,850	329,984	662 %
Acquisition and operating expenses, net of deferrals	215,024	195,768	19,256	10 %
Amortization of deferred acquisition costs and intangibles	20,939	15,065	5,874	39 %
Interest expense	18,244	—	18,244	NM [1]
Total losses and expenses	634,041	260,683	373,358	143 %
Income before income taxes and change in fair value of unconsolidated affiliate	472,418	718,170	(245,752)	(34)%
Provision for income taxes	101,997	155,832	(53,835)	(35)%
Income before change in fair value of unconsolidated affiliate	370,421	562,338	(191,917)	(34)%
Change in fair value of unconsolidated affiliate, net of taxes	—	115,290	(115,290)	(100)%
Net income	$ 370,421	$ 677,628	$ (307,207)	(45)%
Loss ratio [2]	39 %	6 %		
Expense ratio (net earned premiums) [3]	24 %	25 %		
Gross premium rate [4]	0.52 %	0.52 %		

(1) Not measurable.
(2) Loss ratio is calculated by dividing losses incurred by net earned premiums.
(3) Expense ratio (net earned premiums) is calculated by dividing acquisition and operating expenses, net of deferrals, plus amortization of DAC and intangibles by net earned premiums.
(4) Gross premium rate is calculated by dividing primary earned premiums prior to reinsurance ceded by average primary IIF. For the quarter ended December 31, 2020, the rate was 0.52%.

Revenues

Premiums increased mainly attributable to higher IIF and higher policy cancellations in our single premium mortgage insurance product driven largely by higher mortgage refinancing, partially offset by lower average premium rates in 2020. The year ended December 31, 2019 also included a favorable adjustment of $14 million related to our single premium earnings pattern review driven by our revised assessment of recent claim and cancellation experience and the refinement of loan attributes.

Net investment income increased primarily due to higher average invested assets partially offset by lower investment yields in 2020.

Net investment losses in 2020 were primarily driven by impairments and net losses from the sale of fixed maturity securities. Net investment gains in 2019 were largely from net gains from the sale of fixed maturity securities.

Other income primarily includes underwriting fee revenue charged on a per-unit or per-diem basis, as defined in the underwriting agreement. Other income increased primarily due to higher contract underwriting revenue from a larger mortgage insurance market.

Losses and expenses

Losses incurred increased largely from new delinquencies driven primarily by a significant increase in borrower forbearance as a result of COVID-19 and strengthening of existing reserves of $65 million in 2020 primarily driven by the deterioration of early cure emergence patterns impacting claim frequency along with a modest increase in claim severity. We also experienced lower net benefits from cures and aging of existing delinquencies in 2020. Included in 2019 were favorable reserve adjustments of $23 million mostly associated with lower expected claim rates. Our loss ratio increased primarily from higher losses, partially offset by higher net earned premiums in 2020.

The following table shows incurred losses related to current and prior accident years for the years ended December 31:

(Amounts in thousands)	2020	2019
Losses and LAE incurred related to current accident year	$ 364,548	$ 105,734
Losses and LAE incurred related to prior accident years	16,202	(55,917)
Total incurred [1]	$ 380,750	$ 49,817

(1) Excludes run-off business.

Acquisition and operating expenses, net of deferrals, increased primarily driven by higher acquisition costs mainly driven by increased NIW in 2020 and higher information technology and other expenses due to continued investment in modernization of the business.

Amortization of DAC and intangibles consists primarily of the amortization of acquisition costs that are capitalized and capitalized software. Amortization of DAC and intangibles increased primarily due to accelerated DAC amortization of $6 million driven by elevated lapses in 2020.

Our expense ratio decreased slightly primarily from higher earned premiums, mostly offset by higher acquisition and operating expenses, and higher DAC amortization in 2020.

Interest expense in 2020 relates to our 2025 Senior Notes issued in August 2020.

Provision for income taxes

The effective tax rate was 21.6% and 21.7% for the years ended December 31, 2020 and 2019, respectively, consistent with the United States corporate federal income tax rate.

Change in fair value of unconsolidated affiliate, net of taxes

Change in fair value of unconsolidated affiliate consists of the change in the fair value of our previously held investment in Genworth Canada, which also includes dividends and the sale of common shares, net of taxes. The decrease was driven by the sale of our investment in Genworth Canada, which closed on December 12, 2019. See Note 3 to our consolidated financial statements for additional information.

Use of Non-GAAP Measures

We use a non-GAAP financial measure entitled “adjusted operating income.” This non-GAAP financial measure aligns with the way our business performance is evaluated by both management and by our board of directors. This measure has been established in order to increase transparency for the purposes of evaluating our core operating trends and enabling more meaningful comparisons with our peers. Although “adjusted operating income” is a non-GAAP financial measure, for the reasons discussed above we believe this measure aids in understanding the underlying performance of our operations. Our senior management, including our chief operating decision maker, uses “adjusted operating income” as the primary measure to evaluate the fundamental financial performance of our business and to allocate resources.

“Adjusted operating income” is defined as U.S. GAAP net income excluding the effects of (i) net investment gains (losses), (ii) change in fair value of unconsolidated affiliate and (iii) infrequent or unusual non-operating items.

(i) Net investment gains (losses)—The recognition of realized investment gains or losses can vary significantly across periods as the activity is highly discretionary based on the timing of individual securities sales due to such factors as market opportunities or exposure management. Trends in the profitability of our fundamental operating activities can be more clearly identified without the fluctuations of these realized gains and losses. We do not view them to be indicative of our fundamental operating activities. Therefore, these items are excluded from our calculation of adjusted operating income.

(ii) Change in fair value of unconsolidated affiliate—The change in fair value of our previously held investment in Genworth Canada could vary significantly across periods and was highly dependent on the performance of the Canadian housing market and Genworth Canada’s operating results. We managed the investment in Genworth Canada separately from our remaining investments portfolio through and up until the sale of our ownership interest in Genworth Canada in December 2019. Prior to the sale, we did not view the results of our investment in Genworth Canada as part of our fundamental operating activities. Therefore, this item is excluded from our calculation of adjusted operating income. Additionally, given the divestiture of Genworth Canada on December 12, 2019, we will no longer have any impact from Genworth Canada in our financial statements going forward.

(iii) Infrequent or unusual non-operating items are also excluded from adjusted operating income if, in our opinion, they are not indicative of overall operating trends.

In reporting non-GAAP measures in the future, we may make other adjustments for expenses and gains we do not consider reflective of core operating performance in a particular period. After this offering, we may disclose other non-GAAP operating measures if we believe that such a presentation would be helpful for investors to evaluate our operating condition by including additional information. See “Basis of Presentation and Non-GAAP Measures—Non-GAAP Measures.”

Total adjusted operating income is not a measure of total profitability, and therefore should not be considered in isolation or viewed as a substitute for U.S. GAAP net income. Our definition of adjusted operating income may not be comparable to similarly named measures reported by other companies, including our peers.

Adjustments to reconcile net income to adjusted operating income assume a 21% tax rate (unless otherwise indicated).

The following table includes a reconciliation of net income to adjusted operating income for the years ended December 31:

(Amounts in thousands)	2020	2019
Net income	$ 370,421	$ 677,628
Adjustments to net income:		
Net investment (gains) losses	3,324	(718)
Change in fair value of unconsolidated affiliate	—	(127,397)
Taxes on adjustments	(698)	12,259
Adjusted operating income	$ 373,047	$ 561,772

The change in fair value of the investment in Genworth Canada was $127.4 million for the year ended December 31, 2019, and is included within change in fair value of unconsolidated affiliate in the consolidated statements of income, net of provision (benefit) for income taxes of $12.1 million. There were no infrequent or unusual items excluded from adjusted operating income during the periods presented.

Adjusted operating income decreased primarily attributable to higher losses largely from new delinquencies driven in large part by a significant increase in borrower forbearance as a result of COVID-19, reserve strengthening of $51 million on existing delinquencies and from lower net benefits from cures and aging of existing delinquencies in 2020. These decreases were partially offset by higher premiums largely driven by higher IIF and an increase in policy cancellations in our single premium mortgage insurance product primarily due to higher mortgage refinancing in 2020. The year ended December 31, 2019 included favorable reserve adjustments of $18 million mostly associated with lower expected claim rates and a favorable adjustment of $11 million related to our single premium earnings pattern review.

Key Metrics

Management reviews the key metrics included within this section when analyzing the performance of our business. The metrics provided in this section exclude activity related to our run-off business, which is immaterial to our consolidated results of operations.

The following table sets forth selected operating performance measures on a primary basis as of or for the years ended December 31:

(Dollar amounts in millions)	2020	2019
New insurance written	$ 99,871	$ 62,431
Insurance in-force[(1)]	$ 207,947	$ 181,785
Risk in-force	$ 52,475	$ 46,246
Persistency rate	59 %	76 %
PIF (count)	924,624	851,070
Delinquent loans (count)	44,904	16,392
Delinquency rate	4.86 %	1.93 %

(1) Represents the aggregate unpaid principal balance for loans we insure. Original loan balances are primarily used to determine premiums.

New insurance written

NIW for the year ended December 31, 2020 increased 60% compared to the year ended December 31, 2019 primarily due to higher mortgage refinancing originations and a larger private

mortgage insurance market in 2020. We manage the quality of new business through pricing and our underwriting guidelines, which we modify from time to time as circumstances warrant.

The following table presents NIW by product for the years ended December 31:

(Amounts in millions)	2020		2019	
Primary	$ 99,871	100 %	$ 62,431	100 %
Pool	—	—	—	—
Total	$ 99,871	100 %	$ 62,431	100 %

The following table presents primary NIW by underlying type of mortgage for the years ended December 31:

(Amounts in millions)	2020		2019	
Purchases	$ 67,183	67 %	$ 50,267	81 %
Refinances	32,688	33	12,164	19
Total	$ 99,871	100 %	$ 62,431	100 %

The following table presents primary NIW by policy payment type for the years ended December 31:

(Amounts in millions)	2020		2019	
Monthly	$ 90,147	90 %	$ 54,666	88 %
Single	9,251	9	7,047	11
Other	473	1	718	1
Total	$ 99,871	100 %	$ 62,431	100 %

The following table presents primary NIW by FICO score for the years ended December 31:

(Amounts in millions)	2020		2019	
Over 760	$ 41,584	42 %	$ 24,805	40 %
740-759	16,378	16	10,624	17
720-739	14,305	14	9,154	15
700-719	12,193	12	7,888	13
680-699	8,813	9	5,851	9
660-679 [1]	3,846	4	2,204	3
640-659	1,955	2	1,338	2
620-639	796	1	567	1
<620	1	—	—	—
Total	$ 99,871	100 %	$ 62,431	100 %

(1) Loans with unknown FICO scores are included in the 660-679 category.

LTV ratio is calculated by dividing the original loan amount, excluding financed premium, by the property's acquisition value or fair market value at the time of origination. The following table presents primary NIW by LTV ratio for the years ended December 31:

(Amounts in millions)	2020		2019	
95.01% and above	$ 11,625	11 %	$ 9,652	15 %
90.01% to 95.00%	42,753	43	26,961	43
85.01% to 90.00%	28,750	29	17,874	29
85.00% and below	16,743	17	7,944	13
Total	$ 99,871	100 %	$ 62,431	100 %

The following table presents primary NIW by DTI ratio for the years ended December 31:

(Amounts in millions)	2020		2019	
45.01% and above	$ 13,672	14 %	$ 13,587	22 %
38.01% to 45.00%	35,729	36	21,354	34
38.00% and below	50,470	50	27,490	44
Total	$ 99,871	100 %	$ 62,431	100 %

Insurance in-force and Risk in-force

IIF increased largely from NIW, partially offset by lapses and cancellations as we experienced lower persistency in 2020. Primary persistency rate was 59% and 76% for the years ended December 31, 2020 and 2019, respectively. This decrease in persistency resulted in elevated single premium policy cancellations in 2020. RIF increased primarily as a result of higher IIF.

The following table sets forth IIF and RIF as of the dates indicated:

(Amounts in millions)	December 31, 2020		December 31, 2019	
Primary IIF	$ 207,947	100 %	$ 181,785	99 %
Pool IIF	883	—	1,084	1
Total IIF	$ 208,830	100 %	$ 182,869	100 %
Primary RIF	$ 52,475	100 %	$ 46,246	100 %
Pool RIF	146	—	188	—
Total RIF	$ 52,621	100 %	$ 46,434	100 %

The following table sets forth primary IIF by policy year as of the dates indicated:

(Amounts in millions)	December 31, 2020		December 31, 2019	
2004 and prior	$ 708	— %	$ 865	1 %
2005 to 2008	10,614	5	13,775	8
2009 to 2012	1,210	1	2,360	1
2013	1,820	1	3,296	2
2014	3,699	2	6,269	3
2015	7,887	4	13,109	7
2016	15,385	7	24,807	14
2017	16,289	8	27,839	15
2018	17,235	8	30,589	17
2019	39,463	19	58,876	32
2020	93,637	45	—	—
Total	$ 207,947	100 %	$ 181,785	100 %

The following table sets forth primary RIF by policy year as of the dates indicated:

(Amounts in millions)	December 31, 2020		December 31, 2019	
2004 and prior	$ 202	— %	$ 247	— %
2005 to 2008	2,716	5	3,523	8
2009 to 2012	320	1	645	1
2013	512	1	927	2
2014	999	2	1,693	4
2015	2,104	4	3,471	8
2016	4,063	8	6,427	14
2017	4,180	8	7,091	15
2018	4,322	8	7,655	17
2019	9,840	19	14,567	31
2020	23,217	44	—	—
Total	$ 52,475	100 %	$ 46,246	100 %

The following table presents the development of primary IIF for the years ended December 31:

(Amounts in millions)	2020	2019
Beginning balance	$ 181,785	$ 157,103
NIW	99,871	62,431
Cancellations, principal repayments and other reductions [1]	(73,709)	(37,749)
Ending balance	$ 207,947	$ 181,785

(1) Includes the estimated amortization of unpaid principal balance of covered loans.

The following table sets forth primary IIF by LTV ratio at origination as of the dates indicated:

(Amounts in millions)	December 31, 2020 $	December 31, 2020 %	December 31, 2019 $	December 31, 2019 %
95.01% and above	$ 34,520	17 %	$ 32,502	18 %
90.01% to 95.00%	92,689	45	83,189	46
80.01% to 90.00%	80,637	39	65,978	36
80.00% and below	101	—	116	—
Total	$ 207,947	100 %	$ 181,785	100 %

The following table sets forth primary RIF by LTV ratio at origination as of the dates indicated:

(Amounts in millions)	December 31, 2020 $	December 31, 2020 %	December 31, 2019 $	December 31, 2019 %
95.01% and above	$ 9,279	18 %	$ 8,365	18 %
90.01% to 95.00%	26,774	51 %	23,953	52
80.01% to 90.00%	16,401	31 %	13,903	30
80.00% and below	21	— %	25	—
Total	$ 52,475	100 %	$ 46,246	100 %

The following table sets forth primary IIF by FICO score at origination as of the dates indicated:

(Amounts in millions)	December 31, 2020		December 31, 2019	
Over 760	$ 78,488	38 %	$ 69,129	38 %
740-759	33,635	16	29,961	16
720-739	30,058	14	26,184	14
700-719	25,870	12	21,567	12
680-699	20,140	10	16,936	9
660-679 (1)	9,819	5	8,504	5
640-659	5,935	3	5,379	3
620-639	2,902	1	2,794	2
<620	1,100	1	1,332	1
Total	$ 207,947	100 %	$ 181,785	100 %

(1) Loans with unknown FICO scores are included in the 660-679 category.

The following table sets forth primary RIF by FICO score at origination as of the dates indicated:

(Amounts in millions)	December 31, 2020		December 31,2019	
Over 760	$ 19,691	37 %	$ 17,606	38 %
740-759	8,497	16	7,685	17
720-739	7,673	15	6,717	14
700-719	6,579	12	5,464	12
680-699	5,100	10	4,286	9
660-679 (1)	2,442	5	2,113	5
640-659	1,472	3	1,322	3
620-639	737	1	709	1
<620	284	1	344	1
Total	$ 52,475	100 %	$ 46,246	100 %

(1) Loans with unknown FICO scores are included in the 660-679 category.

Delinquent loans and claims

Our delinquency management process begins with notification by the loan servicer of a delinquency on an insured loan. “Delinquency” is defined in our master policies as the borrower’s failure to pay when due an amount equal to the scheduled monthly mortgage payment under the terms of the mortgage. Generally, the master policies require an insured to notify us of a delinquency if the borrower fails to make two consecutive monthly mortgage payments prior to the due date of the next mortgage payment. We generally consider a loan to be delinquent and establish required reserves after the insured notifies us that the borrower has failed to make two scheduled mortgage payments. Borrowers default for a variety of reasons, including a reduction of income, unemployment, divorce, illness/death, inability to manage credit, falling home prices and interest rate levels. Borrowers may cure delinquencies by making all of the delinquent loan payments, agreeing to a loan modification, or by selling the property in full satisfaction of all amounts due under the mortgage. In most cases, delinquencies that are not cured result in a claim under our policy.

The following table shows a roll forward of the number of primary loans in default for the years ended December 31:

(Loan count)	2020	2019
Number of delinquencies, beginning of period	16,392	16,860
New defaults	85,074	33,236
Cures	(55,396)	(31,363)
Claims paid	(1,148)	(2,323)
Rescissions and claim denials	(18)	(18)
Number of delinquencies, end of period	44,904	16,392

The following table sets forth changes in our direct primary case loss reserves for the years ended December 31:

(Amounts in thousands) [1]	2020	2019
Loss reserves, beginning of period	$ 204,749	$ 262,171
Claims paid	(52,389)	(103,578)
Increase in reserves	364,503	46,156
Loss reserves, end of period	$ 516,863	$ 204,749

(1) Direct primary case reserves exclude LAE, IBNR and reinsurance reserves.

The following tables set forth primary delinquencies, direct case reserves and RIF by aged missed payment status as of the dates indicated:

	December 31, 2020			
(Dollar amounts in millions)	Delinquencies	Direct case reserves [1]	Risk in-force	Reserves as % of risk in-force
Payments in default:				
3 payments or less	10,484	$ 43	$ 549	8 %
4 - 11 payments	30,324	331	1,853	18 %
12 payments or more	4,096	143	204	70 %
Total	44,904	$ 517	$ 2,606	20 %

	December 31, 2019			
(Dollar amounts in millions)	Delinquencies	Direct case reserves [1]	Risk in-force	Reserves as % of risk in-force
Payments in default:				
3 payments or less	8,618	$ 28	$ 386	7 %
4 - 11 payments	4,876	78	225	35 %
12 payments or more	2,898	99	146	68 %
Total	16,392	$ 205	$ 757	27 %

(1) Direct primary case reserves exclude loss adjustment expenses, incurred but not reported and reinsurance reserves.

As of December 31, 2020, we have experienced an increase in total missed payments and payments that are delinquent for 4-11 months due in large part to borrowers entering a forbearance plan driven by COVID-19. Forbearance plans may be extended up to 18 months, therefore, it is possible we could experience elevated delinquencies in this aged category during 2021. Resolution of a delinquency in a plan, whether it ultimately results in a cure or a claim, is difficult to estimate and may not be known for several quarters, if not longer.

Beginning in the second quarter of 2020, total primary delinquencies started to increase considerably driven primarily by a significant increase in borrower forbearance as a result of COVID-19. We estimated the loss reserve for forbearance delinquencies by applying a claim rate estimate which considers the emergence of cures on forbearance and non-forbearance delinquencies and the ongoing economic impact due to the pandemic. The large volume of additional forbearance delinquencies combined with lower loss expectations on delinquencies subject to a forbearance plan drove the decrease in reserves as a percentage of RIF as of December 31, 2020.

Primary insurance delinquency rates differ from region to region in the United States at any one time depending upon economic conditions and cyclical growth patterns. Delinquency rates are shown by region based upon the location of the underlying property, rather than the location of the lender. The table below sets forth our primary delinquency rates for the ten largest states by our primary RIF as of December 31, 2020:

	Percent of RIF	Percent of direct primary case reserves	Delinquency rate
By State:			
California	11 %	11 %	6.20 %
Texas	8	8	5.82 %
Florida [1]	7	10	6.92 %
Illinois [1]	5	6	5.21 %
New York [1]	5	11	6.92 %
Michigan	4	2	2.93 %
Washington	4	3	5.37 %
Pennsylvania [1]	4	3	4.11 %
North Carolina	4	2	3.84 %
Arizona	3	2	4.54 %
All other states [2]	45	42	4.32 %
Total	100 %	100 %	4.86 %

(1) Jurisdiction predominantly uses a judicial foreclosure process, which generally increases the amount of time it takes for a foreclosure to be completed.
(2) Includes the District of Columbia.

The table below sets forth our primary delinquency rates for the ten largest states by our primary RIF as of December 31, 2019:

	Percent of RIF	Percent of direct primary case reserves	Delinquency rate
By State:			
California	11 %	6 %	1.42 %
Texas	7	5	2.02 %
Florida [1]	6	11	2.13 %
New York [1]	5	16	2.98 %
Illinois [1]	5	6	2.25 %
Washington	4	2	1.10 %
Michigan	4	2	1.43 %
Pennsylvania [1]	4	4	2.12 %
North Carolina	4	2	1.79 %
Ohio [1]	3	3	1.87 %
All other states [2]	47	43	1.92 %
Total	100 %	100 %	1.93 %

(1) Jurisdiction predominantly uses a judicial foreclosure process, which generally increases the amount of time it takes for a foreclosure to be completed.
(2) Includes the District of Columbia.

The table below sets forth our primary delinquency rates for the ten largest Metropolitan Statistical Areas ("MSA") or Metro Divisions ("MD") by our primary RIF as of December 31, 2020:

	Percent of RIF	Percent of direct primary case reserves	Delinquency rate
By MSA or MD:			
Chicago-Naperville, IL MD	3 %	4 %	6.36 %
Phoenix, AZ MSA	3	2	4.63 %
New York, NY MD	3	8	10.25 %
Atlanta, GA MSA	2	3	6.68 %
Washington-Arlington, DC MD	2	2	6.09 %
Houston, TX MSA	2	3	7.59 %
Riverside-San Bernardino CA MSA	2	2	7.08 %
Los Angeles-Long Beach, CA MD	2	2	7.57 %
Dallas, TX MD	2	2	5.10 %
Seattle-Bellevue, WA MD	2	2	6.33 %
All Other MSAs/MDs	77	70	4.43 %
Total	100 %	100 %	4.86 %

The table below sets forth our primary delinquency rates for the ten largest MSAs or MDs by our primary RIF as of December 31, 2019:

	Percent of RIF	Percent of direct primary case reserves	Delinquency rate
By MSA or MD:			
Chicago-Naperville, IL MD	3 %	5 %	2.50 %
New York, NY MD	3	10	3.68 %
Phoenix, AZ MSA	2	1	1.38 %
Atlanta, GA MSA	2	2	2.14 %
Washington-Arlington, DC MD	2	1	1.47 %
Seattle-Bellevue, WA MD	2	1	0.98 %
Los Angeles-Long Beach, CA MD	2	1	1.35 %
Houston, TX MSA	2	2	2.62 %
Riverside-San Bernardino CA MSA	2	2	2.08 %
Nassau County-Suffolk County, NY MD	2	5	3.47 %
All Other MSAs/MDs	78	70	1.86 %
Total	100 %	100 %	1.93 %

The frequency of delinquencies may not correlate directly with the number of claims received because delinquencies may cure. The rate at which delinquencies cure is influenced by borrowers' financial resources and circumstances and regional economic differences. Whether a delinquency leads to a claim correlates highly with the borrower's equity at the time of delinquency, as it influences the borrower's willingness to continue to make payments, the borrower's or the insured's ability to sell the home for an amount sufficient to satisfy all amounts due under the mortgage loan and the borrower's financial ability to continue making payments. When we receive notice of a delinquency, we use our proprietary model to determine whether a delinquent loan is a candidate for a modification. When our model identifies such a candidate, our loan workout specialists prioritize cases for loss mitigation based upon the likelihood that the loan will result in a claim. Loss mitigation actions include loan modification, extension of credit to bring a loan current, foreclosure forbearance, pre-foreclosure sale and deed-in-lieu. These loss mitigation efforts often are an effective way to reduce our claim exposure and ultimate payouts.

The following table sets forth the dispersion of primary RIF and direct primary case reserves by policy year and delinquency rates as of December 31, 2020:

	Percent of RIF	Percent of direct primary case reserves	Delinquency rate	Cumulative delinquency rate [1]
Policy Year:				
2004 and prior	— %	3 %	16.82 %	3.62 %
2005 to 2008	5	25	13.35 %	18.79 %
2009 to 2012	1	1	6.31 %	0.95 %
2013	1	1	4.84 %	0.82 %
2014	2	3	6.06 %	1.57 %
2015	4	5	5.66 %	1.97 %
2016	8	9	5.46 %	2.49 %
2017	8	12	6.51 %	3.34 %
2018	8	14	7.70 %	4.01 %
2019	19	19	5.60 %	3.93 %
2020	44	8	1.09 %	1.04 %
Total portfolio	100 %	100 %	4.86 %	4.86 %

(1) Calculated as the sum of the number of policies where claims were ever paid to date and number of policies for loans currently in default divided by policies ever in-force.

The following table sets forth the dispersion of primary RIF and loss reserves by policy year and delinquency rates as of December 31, 2019:

	Percent of RIF	Percent of direct primary case reserves	Delinquency rate	Cumulative delinquency rate [1]
Policy Year:				
2004 and prior	1 %	7 %	14.62 %	3.61 %
2005 to 2008	8	51	8.47 %	18.48 %
2009 to 2012	1	2	2.42 %	0.87 %
2013	2	2	1.72 %	0.58 %
2014	4	4	2.04 %	0.94 %
2015	7	6	1.59 %	0.93 %
2016	14	9	1.22 %	0.89 %
2017	15	10	1.29 %	1.05 %
2018	17	7	1.05 %	0.88 %
2019	31	2	0.19 %	0.18 %
Total portfolio	100 %	100 %	1.93 %	4.69 %

(1) Calculated as the sum of the number of policies where claims were ever paid to date and number of policies for loans currently in default divided by policies ever in-force.

Loss reserves in policy years 2005 through 2008 are outsized compared to their representation of RIF. The size of these policy years at origination combined with the significant decline in home prices led to significant losses in policy years prior to 2009. Although uncertainty remains with respect to the ultimate losses we will experience on these policy years, they have become a smaller percentage of our total mortgage insurance portfolio. The largest portion of loss reserves has shifted to newer book years as

a result of COVID-19 given their significant representation of RIF. As of December 31, 2020, our 2013 and newer policy years represented approximately 94% of our primary RIF and 71% of our total direct primary case reserves.

Investment Portfolio

Our investment portfolio is affected by factors described below, each of which in turn may be affected by COVID-19 as noted above in "—Trends and Conditions." Management of our investment portfolio has been delegated by our board of directors to our Parent's investment committee and chief investment officer. Our Parent's investment team, with oversight from our board of directors and our senior management team, is responsible for the execution of our investment strategy. Our investment portfolio is an important component of our consolidated financial results and represents our primary source of claims paying resources. Our investment portfolio primarily consists of a diverse mix of highly rated fixed income securities and is designed to achieve the following objectives:

- Meet policyholder obligations through maintenance of sufficient liquidity;
- Preserve capital;
- Generate investment income;
- Maximize statutory capital; and
- Increase value to our Parent and its stockholders, among other objectives.

To achieve our portfolio objectives, our investment strategy focuses primarily on:

- Our business outlook, current and expected future investment conditions;
- Investments selection based on fundamental, research-driven strategies;
- Diversification across a mix of fixed income, low-volatility investments while actively pursuing strategies to enhance yield;
- Regular evaluation and optimization of our asset class mix;
- Continuous monitoring of investment quality, duration, and liquidity;
- Regulatory capital requirements; and
- Restriction of investments correlated to the residential mortgage market.

Fixed Maturity Securities Available-for-Sale

The following table presents the fair value of our fixed maturity securities available-for-sale as of the dates indicated:

	December 31, 2020		December 31, 2019	
(Amounts in thousands)	**Fair value**	**% of total**	**Fair value**	**% of total**
U.S. government, agencies and government-sponsored enterprises	$ 138,224	2.7 %	$ 92,336	2.4 %
State and political subdivisions	187,377	3.7	98,159	2.6
Non-U.S. government	31,031	0.6	19,434	0.5
U.S. corporate	2,888,625	57.3	2,261,446	60.1
Non-U.S. corporate	607,669	12.0	364,469	9.7
Other asset-backed	1,193,670	23.7	928,588	24.7
Total available-for-sale fixed maturity securities	**$ 5,046,596**	**100.0 %**	**$ 3,764,432**	**100.0 %**

Our investment portfolio did not include any direct residential real estate or whole mortgage loans as of December 31, 2020 and December 31, 2019. We have no derivative financial instruments in our investment portfolio.

As of December 31, 2020 and December 31, 2019, 98% and 99% of our investment portfolio was rated investment grade. The following table presents the security ratings of our fixed maturity securities as of the dates indicated:

	December 31 2020	December 31, 2019
AAA	11.3 %	11.2 %
AA	12.6	12.0
A	35.5	36.4
BBB	38.2	39.3
BB & below	2.4	1.1
Total	**100.0 %**	**100.0 %**

The table below presents the effective duration and investment yield on our investments available-for-sale, excluding cash and cash equivalents as of the dates indicated:

	December 31 2020	December 31 2019
Duration (in years)	3.4	3.1
Pre-tax yield (% of average investment portfolio assets)	2.8 %	3.3 %

We manage credit risk by analyzing issuers, transaction structures and any associated collateral. We also manage credit risk through country, industry, sector and issuer diversification and prudent asset allocation practices.

We primarily mitigate interest rate risk by employing a buy and hold investment philosophy that seeks to match fixed income maturities with expected liability cash flows in modestly adverse economic scenarios

Liquidity and Capital Resources

Cash Flows

The following table summarizes our consolidated cash flows for the years ended December 31:

(Amounts in thousands)	2020	2019
Net cash provided by (used in):		
Operating activities	$ 704,350	$ 500,020
Investing activities	(1,136,912)	175,987
Financing activities	300,298	(250,000)
Net increase (decrease) in cash and cash equivalents	$ (132,264)	$ 426,007

Our most significant source of operating cash flows is from premiums received from our insurance policies, while our most significant uses of operating cash flows are generally for claims paid on our insured policies and our operating expenses. Net cash from operating activities increased principally from higher premiums received from a larger IIF balance and lower claims paid in the current year.

Investing activities are primarily related to purchases, sales, and maturities of our investment portfolio. We had cash outflows from investing activities in 2020 primarily as a result of purchases of fixed maturity securities using net proceeds from the December 2019 sale of our investment in Genworth Canada and our operating cash flows, partially offset by higher maturities and sales of our fixed maturity securities. We had cash inflows from investing activities in 2019 primarily from the sale of our investment in Genworth Canada, partially offset by net purchases of fixed maturity securities.

Financing activities in 2020 reflect $738 million net proceeds from the issuance of our 2025 Senior Notes, discussed below, partially offset by a $437 million dividend paid to our Parent from the net proceeds of the offering. We paid dividends of $250 million in 2019. The amount and timing of future dividends will depend on the economic recovery from COVID-19, among other factors as described below.

Capital Resources and Financing Activities

On August 21, 2020, we issued $750 million in aggregate principal amount of 6.5% senior notes due in 2025. We incurred $12.6 million of borrowing costs that were deferred and were netted against the principal amount of the notes. Interest on the notes is payable semi-annually in arrears on February 15 and August 15 of each year, commencing on February 15, 2021. These notes mature on August 15, 2025. We may redeem the notes in whole or in part at any time prior to February 15, 2025, at our option by paying a make-whole premium plus accrued and unpaid interest, if any. At any time on or after February 15, 2025, we may redeem the notes in whole or in part at our option at 100% of the principal amount plus accrued and unpaid interest. The notes contain customary events of default which, subject to certain notice and cure conditions, can result in the acceleration of the principal and accrued interest on the outstanding notes if we breach the terms of the indenture.

Pursuant to the GSE Restrictions, we are required to retain $300 million of our holding company cash that can be drawn down exclusively for our debt service or to contribute to GMICO to meet its regulatory capital needs including PMIERs. See “—Trends and Conditions” for additional information regarding the GSE Restrictions.

Restrictions on the Payment of Dividends

The ability of our regulated insurance operating subsidiaries to pay dividends and distributions to us is restricted by certain provisions of North Carolina insurance laws. Our insurance subsidiaries may pay dividends only from unassigned surplus; payments made from sources other than unassigned surplus are categorized as distributions. Notice of all dividends must be submitted to the Commissioner of the NCDOI

(the “Commissioner”) within 5 business days after declaration of the dividend or distribution, and at least 30 days before payment thereof. No dividend may be paid until 30 days after the Commissioner has received notice of the declaration thereof and (i) has not within that period disapproved the payment or (ii) has approved the payment within the 30-day period. Any distribution, regardless of amount, requires that same 30-day notice to the Commissioner, but also requires the Commissioner’s affirmative approval before being paid. Based on our estimated statutory results and in accordance with applicable dividend restrictions, our regulated insurance operating subsidiaries currently have capacity to pay dividends from unassigned surplus of $199 million in 2021, with GMICO comprising $197 million of the unassigned surplus, with 30 day advance notice to the Commissioner of the intent to pay. However, due to changes in the regulatory and economic landscape as a result of COVID-19, we may be unable to obtain the requisite consent or non-disapproval from insurance regulators or the GSEs to make any such dividends. For example, the GSEs recently implemented the PMIERs Amendment, which requires our approved insurer (GMICO) to obtain the GSEs’ prior written consent through June 30, 2021 before paying any dividends. In addition, prior to the satisfaction of the GSE Conditions, the GSE Restrictions require GMICO to maintain 115% of PMIERs Minimum Required Assets through 2021, 120% during 2022 and 125% thereafter (unless our Parent directly or indirectly owns 70% or less of our common stock by December 31, 2021, in which case, the GSE Restrictions require GMICO to maintain 115% of PMIERs Minimum Required Assets through 2022, 120% during 2023 and 125% thereafter). Currently, our Parent expects to indirectly own at least 80% of EHI common stock following the consummation of this offering. We may also become subject to additional requirements or conditions imposed by the GSEs, which directly or indirectly could impair the ability of GMICO to pay dividends to us. See “Regulation—United States Insurance Regulation—Insurance Holding Company Regulation”.

In addition, we review multiple other considerations to determine a prospective dividend strategy for our regulated insurance operating subsidiaries. Given the regulatory focus on the reasonableness of an insurer’s surplus in relation to its outstanding liabilities and the adequacy of its surplus relative to its financial needs for any dividend, our insurance subsidiaries consider the minimum amount of policyholder surplus after giving effect to any contemplated future dividends. Regulatory minimum policyholder surplus is not codified in North Carolina law and limitations may vary based on prevailing business conditions including, but not limited to, the prevailing and future macroeconomic conditions. We estimate regulators would require a minimum policyholder surplus of approximately $300 million to meet their threshold standard. Given (i) we are subject to statutory accounting requirements that establish a contingency reserve of at least 50% of net earned premiums annually for ten years, after which time it is released into policyholder surplus and (ii) that no material 10-year contingency reserve releases are scheduled before 2024, we expect modest growth in policyholder surplus through 2024. As a result, minimum policyholder surplus could be a limitation on the future dividends of our regulated operating subsidiaries. If, however, incurred losses and incurred loss expenses continue to grow due to COVID-19 and exceed 35% of net earned premium, we may seek approval for a contingency reserve release.

As mentioned above, another consideration in the development of the dividend strategies for our regulated insurance operating subsidiaries is our expected level of compliance with PMIERs. Under PMIERs, GMICO is subject to operational and financial requirements that approved insurers must meet in order to remain eligible to insure loans purchased by the GSEs. Refer to “—Trends and Conditions” for recent updates related to these requirements.

Our regulated insurance operating subsidiaries are also subject to statutory RTC requirements that affect the dividend strategies of our regulated operating subsidiaries. GMICO’s domiciliary regulator, the NCDOI, requires the maintenance of a statutory RTC ratio not to exceed 25:1. GMICO had an RTC ratio of 12.3:1 and 12.5:1 as of December 31, 2020 and 2019, respectively, well within the regulatory standard. Given other dividend constraints are currently more capital intensive than statutory RTC standards, RTC is not expected to have a significant impact on future dividend strategies for our regulated operating subsidiaries. See “—Risk-to-Capital Ratio” for additional RTC trend analysis.

We consider potential future dividends compared to the prior year statutory net income in the evaluation of dividend strategies for our regulated operating subsidiaries. We also consider the dividend

payout ratio, or the ratio of potential future dividends compared to the estimated U.S. GAAP net income, in the evaluation of our dividend strategies. In either case, we do not have prescribed target or maximum thresholds, but we do evaluate the reasonableness of a potential dividend relative to the actual or estimated income generated in the proceeding or preceding calendar year after giving consideration to prevailing business conditions including, but not limited to the prevailing and future macroeconomic conditions. In addition, the dividend strategies of our regulated operating subsidiaries are made in consultation with our Parent.

Risk-to-Capital Ratio

We compute our RTC ratio on a separate company statutory basis, as well as for our combined insurance operations. The RTC ratio is net RIF divided by policyholders' surplus plus statutory contingency reserve. Our net RIF represents RIF, net of reinsurance ceded, and excludes risk on policies that are currently delinquent and for which loss reserves have been established. Statutory capital consists primarily of statutory policyholders' surplus (which increases as a result of statutory net income and decreases as a result of statutory net loss and dividends paid), plus the statutory contingency reserve. The statutory contingency reserve is reported as a liability on the statutory balance sheet.

Certain states have insurance laws or regulations that require a mortgage insurer to maintain a minimum amount of statutory capital (including the statutory contingency reserve) relative to its level of RIF in order for the mortgage insurer to continue to write new business. While formulations of minimum capital vary in certain states, the most common measure applied allows for a maximum permitted RTC ratio of 25:1.

As of December 31, 2020, GMICO's RTC ratio was approximately 12.3:1, compared to 12.5:1 as of December 31, 2019. This RTC ratio remains below the NCDOI's maximum RTC ratio of 25:1.

The following table presents the calculation of our RTC ratio for our combined insurance subsidiaries as of the dates indicated:

(Dollar amounts in millions)	December 31, 2020	December 31, 2019
Statutory policyholders' surplus	$ 1,555	$ 1,632
Contingency reserves	2,518	2,032
Combined statutory capital	**4,073**	**3,664**
Adjusted RIF[(1)]	$ 49,104	$ 44,832
Combined risk-to-capital ratio	12.1	12.2

(1) Adjusted RIF for purposes of calculating combined statutory RTC differs from RIF presented elsewhere in this prospectus. In accordance with NCDOI requirements, adjusted RIF excludes delinquent policies.

Liquidity

As of December 31, 2020, we maintained liquidity in the form of cash and cash equivalents of $453 million compared to $585 million as of December 31, 2019, and we also held significant levels of investment-grade fixed maturity securities that can be monetized should our cash and cash equivalents be insufficient to meet our obligations. On August 21, 2020, we issued the 2025 Senior Notes. The GSE Restrictions require us to retain $300 million of our holding company cash that can be drawn down exclusively for our debt service or to contribute to GMICO to meet its regulatory capital needs including PMIERs, until the GSE Conditions are satisfied. See "—Trends and Conditions" for additional details. We distributed $437 million of the net proceeds to GHI at the closing of the offering of our 2025 Senior Notes. The 2025 Senior Notes were issued to persons reasonably believed to be qualified institutional buyers in a private offering exempt from registration pursuant to Rule 144A under the Securities Act and to non-U.S. persons outside of the United States in compliance with Regulation S under the Securities Act.

The principal sources of liquidity in our business currently include insurance premiums, net investment income and cash flows from investment sales and maturities. We believe that the operating cash flows generated by our mortgage insurance subsidiary will provide the funds necessary to satisfy our claim payments, operating expenses and taxes. However, our subsidiaries are subject to regulatory and other capital restrictions with respect to the payment of dividends. The $300 million of the net proceeds of the 2025 Senior Notes offering retained by EHI comprises substantially all of the cash and cash equivalents held directly by EHI and initially available to pay interest on the 2025 Senior Notes. To the extent the $300 million of net proceeds retained from the offering is used to provide capital support to GMICO, the GSEs and the NCDOI may seek to prevent GMICO from returning that capital to EHI in the form of a dividend, distribution or an intercompany loan. In addition, with certain exceptions, the settlement agreement between our Parent and AXA S.A. (“AXA”) requires proceeds from any future debt and equity issuance by us and/or our subsidiaries to be used to prepay the secured promissory note issued by our Parent to AXA (as amended, the “Promissory Note”). Therefore, we are limited in our ability to finance our capital needs from debt and equity offerings until the Promissory Note is fully repaid. See Note 1 in our consolidated financial statements for additional information. We currently have no material financing commitments, such as lines of credit or guarantees, that are expected to affect our liquidity over the next five years, other than the 2025 Senior Notes.

Financial Strength Ratings

Ratings with respect to the financial strength of operating subsidiaries are an important factor in establishing the competitive position of insurance companies. Ratings are important to maintaining public confidence in us and our ability to market our products. Rating organizations review the financial performance and condition of most insurers and provide opinions regarding financial strength, operating performance and ability to meet obligations to policyholders.

The financial strength ratings of our operating companies are not designed to be, and do not serve as, measures of protection or valuation offered to investors. These financial strength ratings should not be relied on with respect to making an investment in the common stock offered hereby. We cannot predict with any certainty the impact to us from any future disruptions in the credit markets or downgrades by one or more of the rating agencies of the financial strength ratings of our insurance company subsidiaries and/or the credit ratings of our holding company as a result of the impact of the COVID-19 pandemic or otherwise. We also cannot predict the impact on our ratings or future ratings of actions taken with respect to our Parent.

The following ratings have been independently assigned by third-party rating organizations and represent our current ratings, which are subject to change. On August 19, 2020, Moody’s affirmed the “Baa3” (Adequate) insurance financial strength (“IFS”) rating and stable outlook of GMICO. Additionally, Moody’s assigned a “Ba3” issuer rating to EHI. On August 19, 2020, Fitch assigned a “BBB-” IFS rating to GMICO with a stable outlook and assigned a “BB” issuer default rating to EHI. On November 20, 2020, Standard & Poor’s affirmed its “BB+” long-term financial strength and issuer credit rating of GMICO with an outlook of Creditwatch Negative.

Other private mortgage insurers have stronger financial strength ratings than we do. We do not believe our ratings have had a material adverse effect on our overall relationships with existing customers. However, if financial strength ratings become a more prominent consideration for lenders, we may be competitively disadvantaged by customers choosing to do business with private mortgage insurers that have higher financial strength ratings. In addition, the current PMIERs do not include a specific ratings requirement with respect to eligibility, but if this were to change in the future, we may become subject to a ratings requirement in order to retain our eligibility status under the PMIERs. The PMIERs sufficiency ratios of our operating companies are not designed to be, and do not serve as, measures of protection or valuation offered to investors. The financial strength ratings of our operating subsidiaries may also be impacted by the strength of our Parent. See “Risk Factors—Risks Relating to Our Business—Adverse rating agency actions have resulted in a loss of business and adversely affected our business, results of operations and financial condition, and future adverse rating agency actions could

have a further and more significant adverse impact on us." The financial strength ratings of our operating subsidiaries are not a recommendation to buy or hold any of our securities and they may be revised or revoked at any time at the sole discretion of the rating organization.

Contractual Obligations and Commitments

We enter into agreements and other relationships with third parties in the ordinary course of our operations. However, we do not believe that our cash flow requirements can be assessed based upon this analysis of these obligations, as the funding of these future cash obligations will be from future cash flows from premiums and investment income that are not reflected in the following table. Future cash outflows, whether they are contractual obligations or not, also will vary based upon our future needs. Although some outflows are fixed, others depend on future events. An example of obligations that are fixed include future lease payments. An example of obligations that will vary include insurance liabilities that depend on losses incurred.

The following table presents our payments due under contractual obligations by period as of December 31, 2020:

	Payments due by period				
(Amounts in thousands)	**Total**	**Less than 1 year**	**1—3 years**	**3—5 years**	**More than 5 years [3]**
Borrowings and Interest [1]	$ 992,938	$ 47,938	$ 97,500	$ 847,500	$ —
Operating lease obligations [2]	25,983	3,518	7,233	7,447	7,785
Estimated loss reserves [3]	516,863	79,080	282,207	108,024	47,552
Total	1,535,784	130,536	386,940	962,971	55,337

(1) Includes payments of principal and interest on our long-term borrowings.
(2) Includes the undiscounted lease payments required under our operating leases. The related operating lease liability is recorded in our consolidated balance sheet net of imputed interest of $5.5 million. See Note 2 to our consolidated financial statements for additional information related to operating leases.
(3) Our estimate of loss reserves reflects the application of accounting policies described in Note 2 in our consolidated financial statements. The payments due by period are based on management's estimates and assume that all of the loss reserves included in the table will result in payments. Due to the significance of assumptions used in management's estimates, the amounts presented could materially differ from actual results. See Note 5 in our consolidated financial statements for additional information on our loss reserves.

New Accounting Standards

Refer to Note 2 in our consolidated financial statements for a discussion of recently adopted and not yet adopted accounting standards.

Quantitative and Qualitative Disclosures About Market Risk

We own and manage a large investment portfolio of various holdings, types and maturities. Investment income is one of our material sources of revenues and the investment portfolio represents the primary source of cash flows supporting operations and claim payments. The assets within the investment portfolio are exposed to the same factors that affect overall financial market performance. While our investment portfolio is exposed to factors affecting markets worldwide, it is most sensitive to fluctuations in the drivers of United States markets.

We manage market risk via our defined investment policy guidelines implemented by our Parent's investment team with oversight from our board of directors and our senior management. Important drivers of our market risk exposure monitored and managed by us include but are not limited to:

- *Changes to the level of interest rates*. Increasing interest rates may reduce the value of certain fixed-rate bonds held in the investment portfolio. Higher rates may cause variable-rate assets to

generate additional income. Decreasing rates will have the reverse impact. Significant changes in interest rates can also affect persistency and claim rates that may require that the investment portfolio be restructured to better align it with future liabilities and claim payments. Such restructuring may cause investments to be liquidated when market conditions are adverse.

- *Changes to the term structure of interest rates*. Rising or falling rates typically change by different amounts along the yield curve. These changes may have unforeseen impacts on the value of certain assets.
- *Market volatility/changes in the real or perceived credit quality of investments*. Deterioration in the quality of investments, identified through changes to our own or third-party (e.g., rating agency) assessments, will reduce the value and potentially the liquidity of investments.
- *Concentration Risk*. If the investment portfolio is highly concentrated in one asset, or in multiple assets whose values are highly correlated, the value of the total portfolio may be greatly affected by the change in value of just one asset or a group of highly correlated assets.
- *Prepayment Risk*. Bonds may have call provisions that permit debtors to repay prior to maturity when it is to their advantage. This typically occurs when rates fall below the interest rate of the debt.

Market risk is measured for all investment assets at the individual security level. Market risks that are not fully captured by the quantitative analysis are highlighted. In addition, material market risk changes that occur from the last reporting period to the current are discussed. Changes to how risks are managed will also be identified and described.

At December 31, 2020, the effective duration of our investments available-for-sale was 3.4 years, which means that an instantaneous parallel shift (movement up or down) in the yield curve of 100 basis points would result in a change of 3.4% in fair value of our investments available-for-sale. Excluding cash and cash equivalents, the effective duration on our investments available-for-sale was 3.4 years, which means that an instantaneous parallel shift (movement up or down) in the yield curve of 100 basis points would result in a change of 3.4% in fair value of our investments available-for-sale.

BUSINESS

Overview

We are a leading private mortgage insurance company serving the United States housing finance market since 1981 with a mission to help people buy a house and keep it their home. We operate in all 50 states and the District of Columbia and have a leading platform based on long-tenured customer relationships with mortgage lenders, underwriting excellence and prudent risk and capital management practices. We believe our operating and technological capabilities ensure a superior customer experience and drive new business volume at attractive risk-adjusted returns. For the full years ended December 31, 2020, 2019, 2018, 2017 and 2016 we generated NIW of $99.9 billion, $62.4 billion, $40.0 billion, $38.9 billion and $42.7 billion, respectively. Our market share for the same periods was approximately 16.6%, 16.3%, 13.7%, 14.5% and 15.9%, respectively, having grown from 12.0% in 2012. Net income was $370 million and $678 million in 2020 and 2019, respectively. Adjusted operating income was $373 million and $562 million for 2020 and 2019, respectively. Our 2020 results of operations were impacted by increased loss reserves related to COVID-19.

As a private mortgage insurer, we play a critical role in the United States housing finance system. We provide credit protection to mortgage lenders and investors, covering a portion of the unpaid principal balance of Low-Down Payment Loans. Our credit protection frequently provides families access to homeownership sooner than would otherwise be possible. We facilitate the sale of mortgages to the secondary market, including to the GSEs and private investors, and protect the balance sheets of mortgage lenders that retain mortgages in their portfolios. Credit protection and liquidity through secondary market sales allow mortgage lenders to increase their lending capacity, manage risk and expand financing access to prospective homeowners, many of whom are FTHBs.

We have a large and diverse customer base. As a result of our long-standing presence in the industry, we have built and maintained enduring relationships across the mortgage origination market, including with national banks, non-bank mortgage lenders, local mortgage bankers, community banks and credit unions. In both 2019 and 2020, we provided new insurance coverage to approximately 1,800 customers, including 19 of the top 20 mortgage lenders as measured by total 2019 and 2020 mortgage originations (according to *Inside Mortgage Finance*).

We have a rigorous approach to writing new insurance risk based on decades of loan-level data and experience in the mortgage insurance industry. We believe we have a strong balance sheet that is well capitalized to manage through macroeconomic uncertainty and maintain compliance with PMIERs and state regulatory standards compliance. We have enhanced our balance sheet in recent years as we transformed our business model from a “buy and hold” strategy to an “acquire, manage and distribute” approach through our CRT program. We utilize our CRT program to mitigate future loss volatility and drive efficient capital management. Our CRT program is a material component of our strategy and we believe it helps to protect future business performance and stockholder capital under stress scenarios by transferring risk from our balance sheet to highly-rated counterparties or to investors through collateralized transactions. As of December 31, 2020, we had a published PMIERs sufficiency ratio of 137%, representing $1,229 million of available assets above the published PMIERs requirement and approximately 94% of our insured portfolio was covered by our CRT program. Our PMIERs sufficiency ratio, which is based on the published requirements applicable to private mortgage insurers, was above the requirement imposed by the GSE Restrictions that required us to maintain a PMIERs sufficiency ratio of 115% in 2020.

Market Opportunities

The demand for mortgage insurance is strong and has remained resilient even in the face of the COVID-19 pandemic providing us with significant continued opportunities to write attractive, profitable new business. Record low interest rates and strong underlying demographics have provided tailwinds to the overall housing market, resulting in record levels of NIW. Certain positive trends, such as a growing

FTHB population and accommodative monetary policy were observed even prior to the COVID-19 pandemic, and we expect them to persist. Throughout 2020 and continuing in early 2021, the immediate and sizeable application of government stimulus and forbearance availability along with other government programs have provided key support to the housing market throughout the COVID-19 pandemic. For the full year 2020, industry NIW was $600 billion, up 56% compared with the full year 2019.

In addition to the benefits from the strong demand for mortgage insurance, over the last decade, regulatory reforms and new industry practices have significantly improved the mortgage insurance industry's risk profile. Further, insured loans have experienced rising home prices since the third quarter of 2011, thus increasing borrower equity and improving the risk profile since origination. The quality of new mortgages originated in the United States and insured by the mortgage insurance industry over the last decade is of significantly higher credit quality than in the prior decade, and we believe the industry's use of CRT alternatives will reduce loss volatility when stress defaults emerge. Additionally, the industry has shifted towards granular risk-based pricing models and new business has been priced at attractive risk-adjusted rates. We believe that we are well-positioned to benefit from these continuing trends and will be able to write a significant volume of highly attractive new business.

- **Resilient housing market.** We believe that recent data supports continued optimism in the resilience of the United States housing market that has resulted in recent record levels of industry NIW:
    - *Affordability and interest rates:* Housing affordability promotes new mortgage originations and growing homeownership rates, particularly among FTHBs, which is a positive for our new business volumes. Rates for 30- year mortgages fell by just over two percentage points from the end of 2018 to the fourth quarter of 2020. Interest rates decreased over the course of 2020, as average rates on 30-year mortgages fell to 2.76% in the fourth quarter of 2020 from 3.52% in the first quarter of 2020. The National Association of Realtors Housing Affordability Index, which measures the ability of the median income homebuyer to make mortgage payments on the median-priced United States home, increased to 170 in December 2020 from 158 in 2017. The 30-year mortgage rate has increased to above 3% more recently according to Inside Mortgage Finance, but remains at historically low levels.
    - *Housing prices:* Housing prices in the United States have remained resilient through the COVID-19 pandemic, which has helped maintain strong consumer confidence in the housing market. Housing prices nationally increased 11.4% year-over-year in December 2020 according to the FHFA House Price Index for home purchase loans, illustrating the continued strength and resiliency of the housing market. Among other drivers, housing prices have been supported by an ongoing low supply of homes for sale in many parts of the country.
    - *Demographics:* Four to five million Americans per year are expected to reach the median FTHB age between 2020 and 2021, which is 33 years old according to the National Association of Realtors 2019 Buyer and Seller Survey. The rate at which FTHBs are entering the housing market is expected to drive an increased demand for homeownership relative to historical periods, as the number of projected new entrants to the FTHB population in 2021 is approximately 13% higher than the comparable figure in 2011 according to the United States Census Bureau. During 2020, FTHBs purchased 2.4 million homes, 14% more than in 2019. The fourth quarter of 2020 saw approximately 657,000 homes purchased by FTHBs, up 26% compared to the fourth quarter of 2019. During the fourth quarter of 2020, the percentage of home sales to FTHBs was 40%, an increase of 0.3 percentage points from the third quarter. The rate of homeownership showed a seasonal decline in the fourth quarter of 2020 to 65.8% but remained 0.7 percentage points higher than the same period in 2019. We expect these demographic forces to remain strong as the COVID-19 pandemic is an additional driver for demand in homeownership in an environment that has become more accepting of work-from-home arrangements.

- *New mortgage originations:* Despite macroeconomic uncertainties related to the COVID-19 pandemic, purchase applications were 11% higher for 2020 compared to 2019 and experienced year-over-year gains every week starting from June, according to the MBA. Purchase applications were 24% higher for the fourth quarter of 2020 compared to the same quarter in 2019.

  Given the current economic environment, the MBA projects that purchase originations will continue to grow from $1.4 trillion in 2020 to approximately $1.6 trillion for 2022, while Fannie Mae expects $1.8 trillion in purchase originations in 2022.

- *Forbearance:* As a result of the CARES Act and other government and GSE policies enacted in response to the COVID-19 pandemic, borrowers broadly have had access to forbearance and foreclosure moratoria programs that allow borrowers to remain in their homes and delay principal and interest payments for up to 18 months. We believe that these programs have contributed to the positive trends in the housing market as they allow many borrowers to navigate the current crisis, remain in their homes, subsequently become current on their mortgages as the economy improves and ultimately resume making regular mortgage payments. Given that mortgage insurance claims are not paid until after foreclosure proceedings conclude, resumption of payments by borrowers would reduce our actual loss exposure. In the wake of the COVID-19 pandemic, forbearance rates peaked at 7.1% as of May 26, 2020 and have since steadily declined according to data provided by Black Knight. As of March 9, 2021, 3.1% of all GSE mortgages were in forbearance according to Black Knight.

- **Sustained strong credit quality within the United States housing system.** The high-quality nature of underlying mortgages in recent years is the result of improved risk analytics, stronger loan manufacturing quality controls, RBC rules and the regulatory implementation of the QM provisions. Additionally, changes within the private mortgage insurance industry such as PMIERs operational requirements and the adoption of more granular risk-based pricing models have enabled the private mortgage insurance industry to underwrite the risks they accept in their insurance portfolio based on more granular data. Over the past decade, the average FICO score on all mortgage loans originated in the United States and sold to the GSEs was 752, compared to 718 for the period from 2005 through 2008, based on data from the GSEs. As a result, we believe the industry is insuring loans from borrowers who should be better positioned to meet their mortgage obligations, which should translate into fewer claims for the mortgage insurance industry. Additionally, the credit quality of new business written since the onset of COVID-19 has remained strong. The industry's NIW mix of above-740 FICO borrowers held constant at 63% to 65% throughout 2020. Similarly, the mix of below-680 FICO borrowers remained constant at 4% throughout 2020.

- **The increasing availability and attractiveness of risk transfer alternatives has improved the industry's risk profile.** Since 2015, private mortgage insurers have used CRT alternatives to reinsure or otherwise transfer risk to third parties. The industry uses both traditional reinsurance as well as MILNs. According to U.S. Mortgage Insurers, as of October 2020 private mortgage insurers have transferred approximately $29 billion of risk to traditional reinsurers through QS and XOL transactions and transferred almost $12.3 billion of risk to the capital markets through MILN transactions since 2015.

  Private mortgage insurers have generally utilized CRT as both a capital management tool and a programmatic approach to mitigate future loss volatility and they have transformed from a "buy and hold" strategy to an "acquire, manage and distribute" approach. We believe that the adoption of these practices in the industry will reduce the capital and loss volatility that historically impacted the sector during economic downturns, at an attractive cost, generating higher returns through the cycle for the industry.

- **Strong private mortgage insurance penetration in the insured purchase mortgage market.** Private mortgage insurance has increased penetration as a result of the introduction of new GSE products designed to serve Low-Down Payment Loan borrowers and more competitive pricing by private mortgage insurers relative to the FHA. In 2020, the FHA insured 26% of all new Low-Down Payment Loan originations with private mortgage insurance insuring 52%. Also, in 2018 and 2019, private mortgage insurance helped to finance more FTHBs than the FHA. We believe there may be additional opportunities for private mortgage insurers to increase market share by providing risk and capital relief for lender portfolios and loans supporting private MBS.

Our Strengths

We believe that the following competitive strengths have supported our success to-date and provide a strong foundation for our future financial performance:

- **Well-established, diversified customer relationships driven by our differentiated value proposition.** We have long-standing and enduring relationships with approximately 1,800 active customers across the mortgage origination market, including with national banks, non-bank mortgage lenders, local mortgage bankers, community banks and credit unions. Approximately 92% of our NIW in 2020 was from customers who have submitted loans to us every year since 2016.
    - We offer competitive pricing combined with targeted services that distinguish us from our competitors. We reach our customers through our dynamic sales model, which combines high-touch, in-person customer visits with more scalable tele-sales and digital marketing methods. Our approach allows us to offer our products, tools, and solutions effectively and efficiently, providing a superior customer experience, including:
        - *Best-in-class underwriting platform:* We believe our investments in technology, service and training have distinguished our underwriting services. We were the first mortgage insurer to broadly introduce service level commitments to meet customer needs for expedited underwriting services, and we continue to innovate through differentiated offerings that drive both an excellent customer experience and improved efficiency for us. Our scalable underwriting platform has a proven ability to handle spikes in volume while continuing to achieve customer service level expectations. In a blind survey of mortgage lenders conducted by KS&R, we were rated as “best-in-class” for mortgage insurance underwriting in 2016, 2017 and 2018, the last three years in which the survey was conducted.
        - *Customer ease-of-use:* Our online tools integrate with all leading mortgage technology platforms, allowing our customers to select our products directly within their own system architecture, creating a more efficient way to choose and use our products. In addition, we maintain an award-winning ordering and rate quote website.
        - *Customer growth support:* We support our customers’ growth objectives with a wide variety of training programs. We also provide unique offerings, including strategy and process consulting services and differentiated borrower-centric products.
- **Large portfolio of IIF.** As of December 31, 2020, we had $208 billion IIF as compared to $182 billion as of December 31, 2019. Since January 1, 2019, we have generated $162 billion of NIW with an average market share of 16.5% and have grown our IIF 32% over the same time period. The growth in our IIF has resulted in premiums earned growing from $857 million for the twelve months ended December 31, 2019 to $971 million for the twelve months ended December 31, 2020. We believe our portfolio has significant embedded value potential and creates a strong foundation for future premiums.

- **Risk analytics and underwriting drive strong underlying credit quality of insurance portfolio.** We believe we have a very strong approach to onboarding risk backed by decades of loan-level performance data and experience in the mortgage insurance industry. We ensure that the underlying credit quality of our insured mortgage portfolio meets our risk and profitability framework. In order to underwrite new policies, we utilize a proprietary risk analytics model, One Analytical Framework, to target loans within our risk appetite with an appropriate price. This framework leverages our unique data set, which contains decades of mortgage performance across various market conditions to develop quantitative assessments of the probability of default, severity of loss and expected volatility on each insured loan. Additionally, all loans pass through our eligibility rules engine to screen out those loans that fall outside of our guidelines.

  We perform rigorous analytics to evaluate the risk characteristics of our portfolio. We analyze the cumulative layered risks, which includes factors like LTV, FICO, DTI Ratio and occupancy type, in each loan. Our models can assess the effect of such layered risks and the weight of each risk factor to determine the volatility of losses. The information is used to drive our risk appetite and pricing at a loan level. For example, we actively manage the number of High-Risk Loans that have additional high Risk Layers. Among our High-Risk Loans as of December 31, 2020, none of our RIF had three or more Risk Layers, 0.3% of our RIF had two Risk Layers, 1.0% of our RIF had one Risk Layer and 0.8% of our RIF had no Risk Layers. For our NIW for the year ended December 31, 2020, none of our High-Risk Loans had two or three Risk Layers, .04% of our High-Risk Loans had one Risk Layer and .03% of our High-Risk Loans had no Risk Layers.

  The equity position of many borrowers in our portfolio provides additional strength and may support fewer borrowers defaulting and resulting in a mortgage insurance claim. As of March 31, 2021 and December 31, 2020, respectively, approximately 90% and 86% of our delinquent PIFs and 79% and 75% of all PIFs have a mark to market LTV of less than or equal to 90%. For the same periods, approximately 56% and 52% of our delinquent PIFs and 38% of all PIFs have a mark to market LTV of less than or equal to 80%. With so many borrowers having significant equity in their home, we believe this provides an additional risk mitigant as borrowers will work to maintain their equity and avoid foreclosure.

- **Comprehensive risk management and CRT philosophy.** Beyond our approach for underwriting and onboarding a portfolio that aligns with our risk appetite, we also conduct quarterly stress testing on the portfolio to determine the impact of various stress events on our performance. The result of those tests and our desire to reduce loss volatility and protect our capitalization inform our CRT strategy.

  - Our CRT strategy is designed to reduce the loss volatility of our portfolio during stress scenarios by transferring risk from our balance sheet to highly-rated counterparties or to investors through collateralized transactions. Additionally, in normal market conditions, we believe our CRT program enhances our return profile. We customize our CRT transactions based on a variety of factors including, but not limited to, capacity, cost, flexibility, sustainability and diversification.

  - Since 2015, we have executed CRT transactions on $2.5 billion of RIF across both traditional reinsurance arrangements and MILN transactions through December 31, 2020. We believe that our ability to access both markets allows us to optimize cost of capital, provides counterparty diversification and minimizes warehousing risk through the use of forward commitments with traditional reinsurance partners.

  - As of December 31, 2020, 94% of our RIF is covered under our current CRT program, and we estimate our book year reinsurance transactions generally begin transferring losses at an approximate 30% to 35% lifetime book year loss ratio and extend up to an approximate 60% to 70% lifetime book year loss ratio at current pricing assumptions and depending on our co-participation level within the reinsurance tier. As of December 31, 2020, we maintain

$1.4 billion of reinsurance protection outstanding on our 2009 to 2020 book years, providing $936 million of PMIERs capital support, which does not include the $495 million transaction with Triangle Re 2021-1 completed on March 2, 2021 or the $303 million transaction with Triangle Re 2021-2 completed on April 16, 2021. See “Business—Credit Risk Transfer.” We plan to continue to utilize CRT transactions to effectively manage our through-the-cycle risk and return profile.

- **Strong capitalization driven by prudently managed balance sheet.** We are a strongly capitalized counterparty. As of December 31, 2020, we had total U.S. GAAP stockholder equity of $3.9 billion and a PMIERs sufficiency ratio of 137%, representing $1,229 million of available assets above the published PMIERs requirements. The PMIERs sufficiency ratio is based on the published requirements applicable to private mortgage insurers and does not give effect to the GSE Restrictions. Our mortgage insurance subsidiaries had total statutory capital and surplus of $4.0 billion as of December 31, 2020. Our combined statutory RTC ratio at the same date was 12.1:1, well below the NCDOI regulatory maximum of 25:1.

- **Dynamic leadership team with through-the-cycle experience and a proven track record of delivering results.** Our executive leadership team has significant experience in mortgage insurance and housing finance, with a proven track record of risk management, financial success and leadership through-the-cycle.

  - Our executive management team has an average of 27 years of relevant industry experience, and an average tenure in the mortgage insurance industry of 14 years.

  - Our team has executed through-the-cycle while facing multiple headwinds, including macroeconomic conditions, changing capital regimes, ratings disparity to competitors and challenges faced by our Parent.

  - Our intentional focus on reinforcing, recognizing and rewarding our values of Excellence, Improvement and Connection has driven high employee engagement and has been recognized externally at both the local and industry levels, including the Triangle Business Journal Best Places to Work and MBA Diversity & Inclusion award programs.

  - We believe our executive management team has the right combination of client-facing, underwriting, risk and leadership skills necessary to drive our long-term success.

Our Strategy

Our objective is to leverage our competitive strengths to maximize value for our stockholders by driving profitable market share, maintaining our strong capital levels and earnings profile and delivering attractive risk-adjusted returns:

- **Continue to write profitable new business.** Over the course of the past year, since the onset of the COVID-19 pandemic, we wrote significant NIW of higher-credit quality and at higher pricing. We now believe that the resilience of the housing market, which is supported by historically low interest rates and strong underlying demographics, will continue to provide a positive backdrop for us to maintain writing new business at an attractive return.

- **Protect our balance sheet by maintaining strong capital levels, robust underwriting standards and prudently managing risk.** We understand the importance of our balance sheet strength to our customers and intend to continue to serve as a high-quality counterparty. We use One Analytical Framework to evaluate returns and volatility, applying both an external regulatory lens and an economic capital framework that is sensitive to current housing market cycles relative to historical trends. The results of these analyses inform our risk appetite, credit policy and targeted risk selection strategies, which we primarily implement through our proprietary pricing engine, GenRATE. We work to protect future business performance and stockholder capital

under stress scenarios with a programmatic CRT program, including traditional XOL reinsurance and MILNs. Our CRT program has helped transform our business model from a "buy and hold" strategy to an "acquire, manage and distribute" approach. We believe the comprehensive rigor of our underwriting and risk management policies and procedures allows us to prudently manage and protect our balance sheet.

- **Maintain existing relationships and develop new relationships by driving differentiated value and experience.** We offer our customers a unique value proposition and an experience tailored to their needs, with expedited, quality underwriting and fair and transparent claims handling practices. Our dynamic sales model serves customers from all segments, including high-touch national accounts, regional accounts where a localized presence is necessary and a scalable tele-sales model to efficiently reach our full suite of customers. We intend to leverage our strengths in these areas to continue serving our existing customer base while also establishing new relationships.

- **Strategically invest in technologies and capabilities to drive operational excellence across our business.** Our investments in underwriting, risk management, data analytics and customer technology have both optimized our business and improved our customers' experience. We plan to continue to invest in solutions that keep us at the forefront of technological advancements, fostering efficiency and helping to secure new customers.

- **Prudent capital management to maximize stockholder value.** Our capital management approach is to maximize value to our stockholders by prioritizing the use of our capital to (i) support our existing policyholders; (ii) grow our mortgage insurance business; (iii) fund attractive new business opportunities; and (iv) return capital to stockholders. When evaluating a potential return of capital to stockholders, we prudently evaluate the prevailing and future macroeconomic conditions, business performance and trends, regulatory requirements, any applicable contractual or similar restrictions and PMIERs sufficiency. Given our current views of the regulatory and macroeconomic environment, including the decline of forbearance related activity, management intends to seek regulatory and board approval to initiate the return of excess capital, including the initiation of a regular common dividend as soon as 2022. Any future dividend determination will be made by our board, and will be subject to a number of factors described under "Dividend Policy" below.

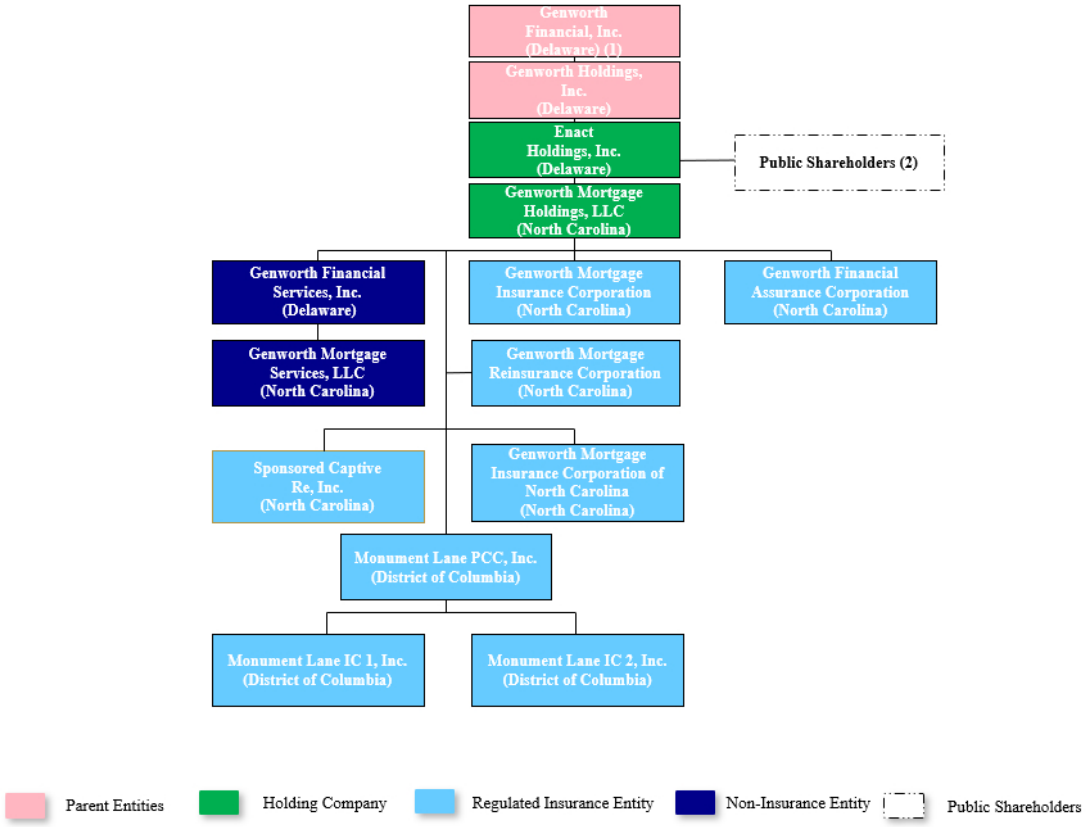
- **Continue to remain engaged with the regulatory landscape and promote the importance of the private mortgage insurance industry.** We believe the private mortgage insurance industry plays a critical role in the success of the United States housing market. We have a government and industry affairs team who play a leadership role across the mortgage insurance industry to monitor the landscape and stay apprised of new and potential developments that could impact mortgage insurance. We have strong relationships with the GSEs, the key federal government agencies and various other regulatory bodies and industry associations who are important to the housing ecosystem and we actively work to provide input on outcomes of key legislation and regulation. We also maintain consistent dialogue with state insurance regulators. We intend to continue to support the role of a stable and competitive private mortgage insurance industry and a well-functioning United States housing finance system.

Our Corporate Information

We are incorporated in Delaware and are an indirect wholly owned, subsidiary of our Parent, a diversified insurance holding company listed on the NYSE.

Our primary operating subsidiary, GMICO, is domiciled in North Carolina, and we are headquartered in Raleigh, North Carolina. Set forth below is a simplified and illustrative organizational chart summarizing our ownership including the ownership of our public stockholders and our Parent and the ownership of our subsidiaries following the completion of this offering. This chart also presents the jurisdiction of

incorporation for each subsidiary and notes whether a subsidiary is a holding company, regulated insurance entity or non-insurance entity. The ownership of all entities in the chart below is 100% unless otherwise noted. Upon the completion of this offering and the Concurrent Private Placement, our Parent will indirectly own approximately 83.7% of our outstanding common stock (approximately 81.6% if the underwriters exercise in full their option to purchase additional shares), purchasers of shares of common stock in this offering will own approximately 13.9% of our outstanding common stock (approximately 15.9% if the underwriters exercise in full their option to purchase additional shares) and Bayview will own approximately 2.5% of our outstanding common stock.



(1) In connection with the AXA Settlement, our Parent entered into a Promissory Note secured by a 19.9% interest in our common stock held by our Parent. The collateral will be fully released upon full repayment of the Promissory Note and may be partially released under certain circumstances upon certain prepayments. See “Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—Our Parent’s indebtedness and potential liquidity constraints may negatively affect us” and “Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—The AXA Settlement may negatively affect our ability to finance our business with additional debt, equity or other strategic transactions.”

(2) Includes 4,000,000 shares of our common stock to be sold to Bayview pursuant to the Concurrent Private Placement.

Our Industry

United States Mortgage Market

The residential mortgage debt market, of which the United States family residential mortgage market forms a significant portion, is one of the largest in the world with over $10.8 trillion of mortgage debt outstanding as of the third quarter of 2020 and includes a range of private and government sponsored participants. Private industry participants include mortgage banks, mortgage brokers, commercial, regional and investment banks, savings institutions, credit unions, real estate investment trusts, mortgage insurers and government-sponsored enterprises such as Fannie Mae and Freddie Mac. The overall United States residential mortgage market encompasses both primary and secondary markets. The primary market consists of lenders originating home loans to borrowers to support home purchases, which are referred to as purchase originations, and loans made to refinance existing mortgages, which are referred to as refinancing originations. The secondary market includes institutions buying and selling mortgages in the form of whole loans or securitized assets, such as MBS. For a description of certain impacts of COVID-19 on the mortgage market, see “Risk Factors—Risks Relating to Our Business—The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines and other actions taken by governmental authorities in response to the pandemic.”

GSEs

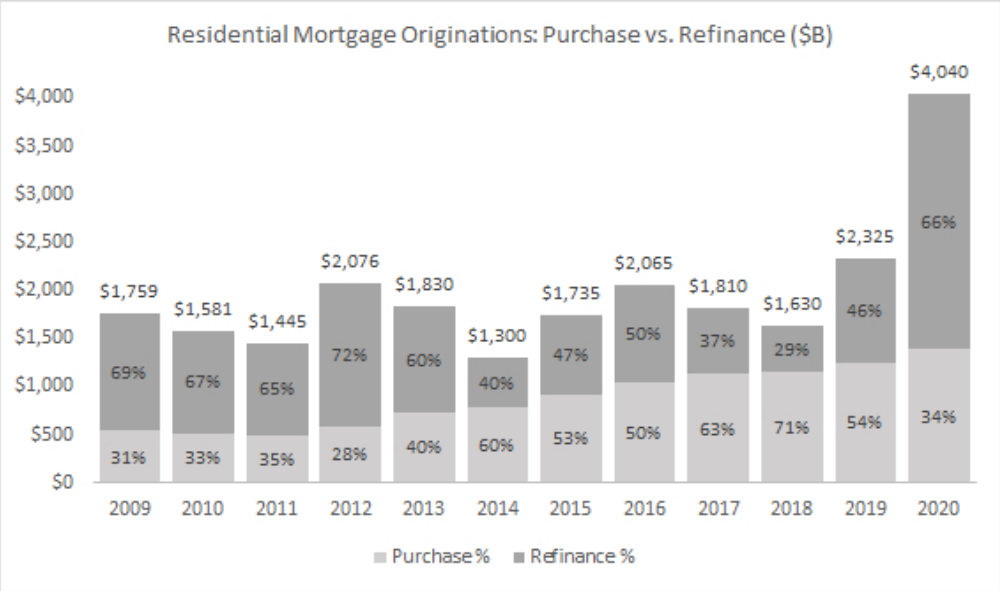
The GSEs are the largest participants in the secondary mortgage market, buying residential mortgages from banks and other primary lenders as part of their government mandate to provide liquidity and stability in the United States housing finance system. According to the companies’ earnings reports, the GSEs held or guaranteed approximately $5.5 trillion as of December 31, 2020, or around 50%, of total United States 1-4 family residential mortgage debt according to most recent data from the Federal Reserve. The GSE charters generally require credit enhancement for Low-Down Payment Loans to be eligible for purchase by the GSEs. Such credit enhancement can be satisfied if a loan is insured by a GSE-qualified insurer, the mortgage seller retains at least a 10% participation in the loan, or the seller agrees to repurchase or replace the loan in the event of a default. Private mortgage insurance satisfies the GSEs’ credit enhancement requirement and, historically, has been the preferred method lenders have utilized to meet this GSE charter requirement. As a result, the nature of the private mortgage insurance industry in the United States is driven in large part by the business practices and mortgage insurance requirements of the GSEs. In furtherance of their respective charter requirements, each GSE maintains private mortgage insurer eligibility criteria, known as PMIERs, to establish when a mortgage insurer is qualified to issue coverage that will be acceptable to the GSEs for their portfolio. For more information about the financial and other requirements of the GSEs, see “Regulation—Agency Qualification Requirements” and “Risk Factors—Risks Relating to Our Business—If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs’ interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition.”

Private Mortgage Insurance

Private mortgage insurance plays a critical role in the United States residential mortgage market by facilitating secondary market sales, particularly for Low-Down Payment Loans. This credit protection and the resulting liquidity it provides through secondary market sales allows mortgage lenders to increase their lending capacity, manage risk and expand prospective homeowners’ access to financing, many of whom are FTHBs. Mortgage insurance also provides lenders and investors a means to diversify their exposures, mitigate mortgage credit risk, and may offer certain financial institutions that portfolio Low-

Down Payment Loans credit against their regulatory capital requirements. Today, mortgage insurance products are primarily geared towards GSE secondary market sales. The increase in penetration of private mortgage insurance in the mortgage market can be attributed to both the introduction of new GSE products designed to serve Low-Down Payment Loan borrowers and more competitive pricing by private mortgage insurers relative to the FHA. In addition, there are potential opportunities for the demand for and use of mortgage insurance to the extent that the private label securitization market expands in the future.

The overall new business opportunity in the private mortgage insurance market is also reflective of the mix between purchase and refinancing originations. Historically, due to the higher prevalence of Low-Down Payment Loans in purchase originations, mortgage insurance utilization has been meaningfully higher for purchase originations than for refinances. In 2020, according to *Inside Mortgage Finance*, the United States mortgage market had total mortgage originations of approximately $4 trillion, comprised of approximately $1.4 trillion purchase originations and approximately $2.7 trillion refinancing originations. The following graph provides the historical split of the mortgage market between purchase and refinance origination volumes, based on data from *Inside Mortgage Finance*.



Competition

Our principal sources of competition are government (both federal and state and local) agencies, such as the FHA and VA, and other private mortgage insurers. We also compete with mortgage lenders and other investors, the GSEs, portfolio lenders who self insure, reinsurers, and other capital markets participants who may utilize financial instruments designed to mitigate risk.

Federal, State, and Local Government Agencies

Private mortgage insurers, including us, compete for mortgage insurance business directly with federal government agencies, principally the FHA and the VA, and, to a lesser extent, state and local housing finance agencies. According to *Inside Mortgage Finance*, for 2020, the FHA had a 27% share, and the VA a 26% share, of the mortgage insurance market. Our competition with government agencies is principally on the basis of price and underwriting guidelines. In contrast to private mortgage insurers, government agencies generally have less restrictive guidelines and apply a flat pricing structure regardless of an individual borrower's credit profile. As a result, we believe borrowers with lower FICO

scores are more likely to secure mortgage loans with coverage by public agencies and borrowers with higher FICO scores are more likely to secure mortgage loans with coverage by private mortgage insurers. Mortgage insurance policies from government agencies are also generally non-cancellable, meaning that borrowers are obligated to pay for coverage through the life of their loan, whereas policies from private mortgage insurers are cancellable in certain circumstances as provided by HOPA, and under GSE guidelines when the LTV ratio of an underlying mortgage falls below 80%. Private mortgage insurers also face limited competition from certain local and state housing finance agencies.

Private Mortgage Insurers

The United States private mortgage insurance industry is highly competitive. We compete on pricing, underwriting guidelines, customer relationships, service levels, policy terms, loss mitigation practices, perceived financial strength (including comparative credit ratings), reputation, strength of management, product features, and effective use and ease of technology. There are currently six active mortgage insurers, including us. Private mortgage insurance competitors include Arch Capital Group Ltd., Essent Group Ltd., MGIC Investment Corporation, NMI Holdings, Inc. and Radian Group Inc. (public holding companies of competitors listed). Since 2012, we have maintained between a 12.0% and 19.2% per quarter share of the mortgage insurance market by per annum NIW, reaching a high of 19.2% market share in the second quarter of 2020, based on data from *Inside Mortgage Finance*.

GSEs, Portfolio Lenders, Reinsurers and Other Capital Markets Participants

We have also experienced competition in recent years from various participants in the mortgage finance industry including the GSEs, portfolio lenders, reinsurers and other participants in the capital markets. We compete with these participants primarily based on pricing, policy terms and perceived financial strength. The GSEs enter into risk sharing transactions with financial institutions designed to reduce the risk of their mortgage portfolios. Competition also comes from portfolio lenders that are willing to hold credit risk on their balance sheets without credit enhancement. In addition, investors can make use of risk-sharing structures designed to mitigate the impact of mortgage defaults in place of private mortgage insurance. Finally, although their presence is a fraction of what it was in the past, there are products designed to eliminate the need for private mortgage insurance, such as “simultaneous seconds,” which combine a first lien loan with a second lien loan in order to meet the 80% LTV threshold required for sale to the GSEs without certain credit protections.

Our Products and Services

In general, there are two types of private mortgage insurance: primary and pool.

Primary Mortgage Insurance

Substantially all of our policies are primary mortgage insurance, which provides protection on individual loans at specified coverage percentages. Primary mortgage insurance is placed on individual loans at the time of origination and are typically delivered to us on a loan by loan basis. Primary mortgage insurance can also be delivered to us on an aggregated basis, whereby each mortgage in a given loan portfolio is insured in a single transaction after the point of origination.

Customers who purchase our primary mortgage insurance select a specific coverage level for each insured loan. To be eligible for purchase by a GSE, a Low-Down Payment Loan must comply with the coverage percentages established by that particular GSE. For loans not sold to the GSEs, the customer determines its desired coverage percentage. Generally, our risk across all policies written is approximately 25% of the underlying primary IIF, but may vary from policy to policy, typically between 6% and 35% coverage.

We file our premium rates, as required, with state insurance departments and the District of Columbia. Premium rates cannot be changed after the issuance of coverage. Premium payments for primary mortgage insurance coverage are typically made by the borrower and are referred to as

borrower-paid mortgage insurance (“BPMI”). Loans for which premiums are paid by the lender are referred to as lender-paid mortgage insurance. In either case, the payment of premium to us is generally the responsibility of the insured.

Premiums are generally calculated as a percentage of the original principal balance and may be paid as follows:

- Monthly, where premiums are paid on a monthly basis over the life of the policy;
- Single, where the entire premium is paid upfront at the time the mortgage loan is originated;
- Annually, where premiums are paid annually in advance for the subsequent 12 months; or
- Split, where an initial lump sum premium is paid upfront at the time the mortgage is originated along with subsequent monthly payments.

In general, we may not terminate mortgage insurance coverage except in the event of non-payment of premiums or certain material violations of our mortgage insurance policies. The insured may technically cancel mortgage insurance coverage at any time at their option or upon mortgage repayment, which is accelerated in the event of a refinancing. However, in the case of loans sold to the GSEs, lender cancellation of a policy not eligible for cancellation under the GSE rules may be in violation of the GSEs’ respective charters. GSE guidelines generally provide that a borrower meeting certain conditions may require the mortgage servicer to cancel mortgage insurance coverage upon the borrower’s request when the principal balance of the loan is 80% or less of the property’s current value. In addition to the GSE guidelines, HOPA provides an obligation for lenders to automatically terminate a borrower’s obligation to pay for mortgage insurance coverage once the LTV ratio reaches 78% of the original value, and also provides that a borrower may request cancellation of their obligation to pay for mortgage insurance when the LTV ratio, based on the current value of the property, reaches 80%. In addition, some states impose their own mortgage insurance notice and cancellation requirements on mortgage loan servicers.

Pool Mortgage Insurance

Pool mortgage insurance transactions provide coverage on a finite set of individual loans identified by the pool policy. Pool policies contain coverage percentages and provisions limiting the insurer’s obligation to pay claims until a threshold amount is reached (known as a “deductible”) or capping the insurer’s potential aggregate liability for claims payments (known as a “stop loss”) or a combination of both provisions. Pool mortgage insurance is typically used to provide additional credit enhancement for certain secondary market mortgage transactions. Pool insurance generally covers the excess of the loss on a defaulted mortgage loan that exceeds the claim payment under the primary coverage, if such loan has primary coverage, as well as the total loss on a defaulted mortgage loan that did not have primary coverage. In another variation, generally referred to as modified pool insurance, policies are structured to include both an exposure limit for each individual loan, as well as an aggregate loss limit or a deductible for the entire pool. Currently, we have an insignificant amount of pool IIF.

Contract Underwriting Services

We also perform fee-based contract underwriting services for our customers. Contract underwriting provides our customers outsourced scalable capacity to underwrite mortgage loans. Our underwriters can underwrite the loan on behalf of our customers for both investor compliance and mortgage insurance, thus reducing duplicative activities and increasing our ability to write mortgage insurance for these loans. Under the terms of our contract underwriting agreements, we indemnify our customer against losses incurred in the event we make material errors in determining whether loans processed by our contract underwriters meet specified underwriting or purchase criteria, subject to contractual limitations on liability.

Our Mortgage Insurance Portfolio

We believe that our portfolio is of significant scale and aligns with our appetite for risk and return. The majority of our in-force exposures and all of our NIW is considered primary insurance, meaning we insure the loss on each loan up to the coverage amount without any stop loss or deductible for that loss. Our remaining pool exposures are significantly seasoned and represent less than 1% of total RIF.

Our primary insurance exposures from legacy books originated prior to 2009 continue to resolve in an orderly fashion and represented 5% of our primary IIF and 6% of our primary RIF as of December 31, 2020. These books continue to represent a larger portion of our delinquencies and reserves driven by the continued aging of those delinquencies.

We measure the credit characteristics of our portfolio as represented in the original commitment for insurance. We support a growing FTHB segment that generally has little down payment saved for their first home. As of December 31, 2020, 17% of our primary IIF (18% of primary RIF) is to borrowers with a down payment less than 5% of the loan at the time of origination. This loan product represented 12% of NIW in 2020, down from 15% in 2019 and 20% in 2018.

The credit profile of our portfolio continues to improve over time. As of December 31, 2020, 54% of our primary IIF (54% of primary RIF) has an original FICO score greater than or equal to 740. Loans with FICO scores greater than or equal to 740 represented 58% of NIW in 2020, up slightly from 57% in 2019 and 56% in 2018. Only 10% of our primary IIF (9% of primary RIF) has an original FICO score less than 680.. Loans in this FICO score category represented 7% of NIW in 2020, consistent with 7% in 2019 and down slightly from 8% in 2018.

Our portfolio is diverse and representative of the United States origination market. As of December 31, 2020, our largest state concentration was in California, which represented 11% of primary RIF. Our largest MSA/MD is the Chicago-Naperville, IL Metropolitan Division, which represents 3% of primary RIF. For more information on our portfolio, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—“IIF and RIF.”

Customers

Our long-standing industry presence has enabled us to build active customer relationships with approximately 1,800 mortgage lenders across the United States. Our customers are broadly diversified by size, type and geography and include large money center banks, non-bank lenders, national and local mortgage bankers, community banks and credit unions. Our largest customer accounted for 12% of our total NIW during 2020. No other customer exceeded 10% of our NIW during 2020 and one customer accounted for 16% of our NIW during 2019. Additionally, no customer had earned premiums that accounted for more than 10% of our total revenues for the years ended December 31, 2020 and 2019.

We have established relationships with loyal customers. For example, approximately 92% of our NIW in 2020 was from customers who have submitted loans to us each year since 2016.

We generally classify our customers as strategic accounts or regional accounts. Strategic accounts consist of national customers or other customers with a large geographic lending footprint that make decisions about the placement of private mortgage insurance at a centralized, corporate level, or those with complex mortgage operations who make such decisions at a more decentralized level by production personnel on a loan-by-loan basis. Regional accounts tend be less complex and generally make private mortgage insurance decisions on a decentralized basis. We divide our regional accounts into four regions across the country, which are further divided into sales territories. Field sales representatives are responsible for developing relationships and driving growth within a territory of regional accounts.

We believe that our success in establishing strong, sustained relationships and our ability to capture new customers is attributable to our comprehensive value proposition. We offer customers a competitive price along with differentiated offerings and services. Additionally, by maintaining an ongoing dialogue

with our customers, we are able to develop an understanding of their needs, offer customized solutions for their challenges, advise them on portfolio composition and trends, share market perspectives and industry best practices, and provide product development support and training as necessary.

Sales and Marketing

Our sales and marketing efforts are designed to help us establish and maintain in-depth, quality customer relationships. We distribute our mortgage insurance products through a dedicated sales force located throughout the United States, our home-based in-house sales representatives, and a digital marketing program designed to expand our reach beyond our sales force. Our sales force strives to build strong relationships across all areas of our customers' operations to include loan origination, loan processing, underwriting, product development, secondary marketing, risk management, compliance, information technology, and C-suite executives. With a vast database of established individual contacts, the breadth and depth of relationships not only serves as a differentiator for our mortgage insurance platform but also enables us to form strategic partnerships with other mortgage service providers seeking to expand their distribution reach.

Approximately 20% of our sales professionals focus on strategic accounts and are responsible for serving the more complex needs of the larger customers. The remaining 80% of our sales professionals are positioned across the country and are responsible for a territory of regional accounts. Sales efforts for both strategic and regional accounts are augmented by our well-established in-house sales representatives. This team is primarily responsible for reaching, via telephone or other virtual means, geographically isolated customers that cannot be serviced easily in person, as well as covering the expanding population of remote-based loan officers, processors, and underwriters, via telephone or other virtual means. Our flexible sales structure allows us to target in-person visits where beneficial and leverage our internal sales team when more appropriate. Each customer account has a primary point of contact providing tailored customer service. In addition to our sales force, we provide cross-functional customer service teams to offer support in loan submission, underwriting, policy administration, loss management, risk management, and technology.

We support our sales force and improve their effectiveness in acquiring new customers by raising our brand awareness through advertising and marketing campaigns, website enhancements, digital communication strategies, and sponsorship of industry and educational events. Our digital marketing capabilities position us to serve our decentralized market with targeted, personalized messages that help drive a preference for our offering. Additionally, our marketing efforts include differentiators targeted to the needs of customers, in order to increase our brand affinity. Our proprietary underwriting products, Quick Queue and Rush Lane, provide our customers with response times tailored to their specific needs. Home Suite Home is another unique program that participating customers can share with their borrowers when choosing us for private mortgage insurance. The program, which has no cost to borrowers or customers, provides borrowers with their choice of an appliance home warranty, a homeowners insurance deductible reimbursement, or identity theft and restoration consulting services. Finally, our consulting services provide customers with strategy and process consulting to help improve quality, reduce costs and grow their business.

In 2019, we launched a separate mortgage insurance policy underwritten by our wholly-owned subsidiary, Genworth Mortgage Insurance Corporation of North Carolina ("GMIC-NC"), to insure primary individually underwritten residential mortgage loans as well as portfolios of residential mortgage loans at or after origination that are not intended for sale to the GSEs. Given that GMIC-NC is not a GSE approved insurer, it is not subject to the requirements mandated by PMIERs. Accordingly, we are able to utilize GMIC-NC in a manner that provides us with greater flexibility with our master policies and in our ability to efficiently use the capital of our subsidiaries, each with customers who retain loans in their own portfolio. We also believe utilizing GMIC-NC in this manner provides us strategic optionality if the private label MBS market increases.

Technology that supports connectivity with our customers is critical. As an established private mortgage insurance provider, we have long-standing relationships with our customers' technology organizations, as well as with the key pricing and loan origination/servicing platform providers. In addition, we have an experienced technology integration team that allows us to quickly customize loan delivery solutions for our customers. By providing customers an easy way to quote and order our mortgage insurance products, either through our award-winning ordering and rate quote website or directly within customers' systems, we believe we make the transaction easy, allowing us to drive repeat volume.

Risk Management

Strong risk management is a critical part of our business. We have a risk management framework that is designed to manage volatility in our business performance and protect our balance sheet. We believe this framework encompasses all the major risks, including credit risk, market risk, insurance risk, housing risk, model risk, operational risk and IT risk. Emerging and top risks are identified and frequently reviewed with our Chief Risk Officer, senior management, and our risk committee and the risk committee of our Parent's board of directors.

Our risk management philosophy is designed to ensure all relevant risks are routinely identified, assessed, managed, monitored and addressed. We rely upon a strong organizational risk culture and governance process, ensuring that the risks we take are transparent and quantifiable, and that we can monitor the changing nature of those risks over time. We proactively work towards mitigating exposures outside of the risk appetite, limits, and tolerances that we set and review annually.

In response to the COVID-19 pandemic and the efforts to contain it, we have taken the following risk mitigating actions focused on four core strategies.

- Scenario Planning: Given the uncertainty of the ultimate impact on our business as a result of the COVID-19 pandemic, we developed estimates of potential losses and PMIERs capital sufficiency using experience from past localized economic dislocations. This provided a wide range of potential outcomes from which we developed mitigation strategies focused on both the in-force portfolio and new business. As the pandemic continued to develop we refined our scenarios to incorporate actual experience and update our estimates.

- Pricing and Guidelines: To mitigate potential losses on new business, we responded quickly with pricing changes and clarified our policies for rescission relief. We developed analytics for assessing the relative health of local housing markets and the potential for the COVID-19 pandemic to affect these markets differently and incorporated those views into GenRATE.

- Capital Management and Regulatory Response: To mitigate potential strain on PMIERs sufficiency and future losses due to high notices of default, we pursued additional reinsurance on our in-force portfolio. In addition, we worked with U.S. Mortgage Insurers trade association and the GSEs to clarify PMIERs policies related to the treatment of delinquencies caused by a natural disaster, such as the COVID-19 pandemic.

- Operational Readiness: With the onset of higher delinquencies, the servicing portion of our business increased staffing in our homeowner's assistance and investigation teams. We aligned our policies with those of the GSEs to ensure streamlined processes to help homeowners through forbearance so that they can retain their home and cure their delinquency.

Due to the unprecedented nature of the COVID-19 pandemic, its impacts and related dislocations, it is unclear how effective these actions will be either in the immediate or long term. See "Risk Factors—Risks Relating to Our Business—The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines and other actions taken by governmental authorities in response

to the pandemic" and "Risk Factors—Risks Relating to Our Business—Our risk management programs may not be effective in identifying or adequate in controlling or mitigating the risks we face."

Modeling and Analytics

We use One Analytical Framework to evaluate returns and volatility through both an external regulatory lens and an economic capital framework that is sensitive to the economic cycle and current housing market conditions. This risk model utilizes over 20 predictive variables and leverages our unique data set, which contains experience of over two decades of mortgage performance across all market conditions, to develop quantitative assessments of default probability, severity of loss, prepayment and expected volatility on each insured loan. Our model is used to assess the performance of new business and our in-force portfolio under expected and stress scenarios. The results of these analyses inform our risk appetite, credit policy, pricing, and targeted risk selection strategies. In addition, the results of these stress tests and our desire to reduce loss volatility inform our CRT strategy, including traditional reinsurance and MILNs.

Customer Qualification

Customers applying for a new master policy undergo a process that reviews their business and financial profile, licensing, management experience and track record of originating quality mortgages. Customers applying for delegated underwriting authority receive training and are reviewed on initial and ongoing submissions for compliance to our guidelines.

Policy Acquisition

Loans delivered to us for insurance must meet our underwriting and eligibility guidelines. Our underwriting principles require borrowers to have a verified capacity and willingness to support the obligation and a well-supported valuation of the collateral. Loans are underwritten on either a delegated or non-delegated basis, but all loans pass through our eligibility rules engine to screen out those outside of our guidelines. We regularly monitor national and local market conditions, the performance of our products, and the performance of our customers against our expectations for mix and profitability. We adjust our underwriting, pricing, and risk selection strategies on a regular basis to ensure that our products remain competitive and consistent with our risk and profitability objectives.

Quality Assurance

We have an independent quality assurance function that conducts pre-and post-closing underwriting reviews. We review statistically significant samples of loan files from individual customers and across our delegated and non-delegated underwriting channels to identify adverse trends and provide our underwriters and customers with timely feedback and training that fosters high quality loan production. Within our delegated channel, the frequency of our lender specific reviews is directly related to an account's activity, that is larger accounts will receive more frequent reviews. The results of these reviews also allow for adjustments to underwriting processes and credit policy. Finally, our quality assurance team conducts independent reviews on key operational processes and critically important vendor activities.

Portfolio Management

We regularly monitor the characteristics and performance of our overall mortgage insurance portfolio. We monitor concentrations across a range of metrics including lender, geography, and policy year. Through stress testing, we evaluate the performance of the portfolio and identify risks to our strategic plan caused by its makeup in adverse economic scenarios. We also monitor performance against expected loss development from time of origination. Variations identified by product, performance, geography or otherwise inform adjustments to our guidelines and pricing strategies.

Business Continuity

We have a robust business continuity program to prepare for and manage through business interruptions. Maintenance and execution of our plan is led by a crisis management leader reporting to our Chief Risk Officer. We update our plan no less than annually to accommodate changes in business processes and third-party providers and test the plan regularly through tabletop exercises. In the fourth quarter of 2019, we tested our plan against a pandemic scenario. We implemented a business continuity plan in response to COVID-19 and employees have been successfully working from home since March 2020 and will continue to work from home until at least September 2021. See "Risk Factors—Risks Relating to Our Business—The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines and other actions taken by governmental authorities in response to the pandemic," for a discussion on the COVID-19 virus. We have used a decentralized team of underwriters and other key functional employees for many years and all employees are capable and equipped to work remotely so that we can continue providing service to our customers through prolonged absences from the office.

Underwriting

We establish and maintain underwriting guidelines based on our risk appetite. We require borrowers to have a verified capacity and willingness to support their obligation and a well-supported valuation of the collateral. Our underwriting guidelines incorporate credit eligibility requirements that, among other things, limit our coverage to mortgages that meet our thresholds with respect to borrower FICO scores, maximum LTVs, documentation requirements and maximum DTI Ratio. All loans must pass through our eligibility rules engine to screen out those outside of our guidelines.

At present, our underwriting guidelines are largely consistent with those of the GSEs. Many of our customers use the GSEs' automated loan underwriting systems, Desktop Underwriter and Loan Product Advisor, for making credit determinations. We generally accept the underwriting decisions and documentation requirements made by GSEs' underwriting systems, subject to our review as well as certain limitations and requirements.

Over the past few years, more customers have requested expedited underwriting services. To meet customer demand, we invested in technologies, automation, data science and analytics to develop our proprietary mortgage insurance underwriting system. Our mortgage insurance underwriting system enables the capability to meet customer demand in a timely manner without sacrificing the accuracy of our underwriting decisions. Specifically, it has contributed to a substantial increase in our underwriters' productivity, more than doubling the number of loans our underwriters have processed on a daily basis since 2015, while remaining within our quality control tolerances. We believe our mortgage insurance underwriting system also differentiates us from the competition by allowing us to efficiently provide customized turn times from submission of a loan package to an underwriting decision for our customers and perform fee-based contract underwriting services. Our underwriting service was recognized "best-in-class" in each of 2016, 2017 and 2018 pursuant to a blind survey each year of 400 mortgage lenders, including a variety of lending institutions and professionals at those institutions.

Our policies are issued through one of two underwriting programs:

Non-Delegated Underwriting

For non-delegated underwriting, customers submit loan files to us and we individually underwrite each application to determine whether we will insure the loan. We use our mortgage insurance underwriting system to perform our non-delegated underwriting evaluations. Our underwriting staff is dispersed throughout the United States and we believe this allows us to make prompt, geographically-based underwriting determinations across different time zones in a timely manner to best serve our

diverse customer base. In addition to our employees, we use domestically based, contract underwriters, as needed, to assist with underwriting capacity and drive efficiency.

Delegated Underwriting

We delegate to eligible lender customers the ability to underwrite mortgage insurance based on our delegated underwriting guidelines. To perform delegated underwriting, customers must be approved by our risk management group. Some customers prefer to assume underwriting responsibility because it is more efficient within their loan origination process and they are comfortable attesting that the data submitted is true and correct when making our insurance decision. We regularly perform quality assurance reviews on a statistically significant sample of delegated loans to assess compliance with our guidelines.

We also offer a post-closing underwriting review when requested by customers for both non-delegated and delegated loans. Upon satisfactory completion of this review, we agree to waive our right to rescind coverage under certain circumstances. In 2020, approximately 40% of our NIW by loan count went through one of our non-delegated underwriting services, compared to 43% of our NIW by loan count in 2019.

Pricing

Pricing is highly competitive in the mortgage insurance industry, with industry participants competing for market share, customer relationships and overall value. Recent pricing trends have introduced an increasing number of loan, borrower, lender and property attributes, resulting in expanded granularity in pricing regimes and a shift from traditional published rate cards to dynamic pricing engines that better align price and risk. Our risk-based pricing engine, GenRATE, was developed using One Analytical Framework, which evaluates returns and volatility under both the PMIERs capital framework and our internal economic capital framework, which is sensitive to economic cycles and current housing market conditions. The model assesses the performance of new business under expected and stress scenarios on an individualized loan basis, which is used to determine pricing and inform our risk selection strategy that optimizes economic value by balancing return and volatility. Additionally, during the COVID-19 pandemic, we have implemented pricing changes commensurate with changes in macroeconomic conditions that we believe align our risk and return profile.

Our policy has been to set and charge premium rates commensurate with the underlying risk of each loan we insure. GenRATE, however, provides us with a more flexible, granular and analytical approach to selecting and pricing risk. Using GenRATE, we can quickly change price to modify our risk selection levels in response to changing economic conditions, new analytical insights or industry pricing trends.

Credit Risk Transfer

Our risk management framework and analytics inform our CRT strategy, which is designed to reduce the loss volatility of our in-force portfolio during stress scenarios by transferring risk from our balance sheet to highly rated counterparties or to investors through collateralized transactions. Our CRT program also provides capital relief under PMIERs and state insurance RTC requirements. In normal market conditions, we believe our CRT program also enhances our return profile. Given the volatility protection, and capital relief at attractive terms, CRT has helped transform our business model from a “buy and hold” strategy to an “acquire, manage and distribute” approach. We believe our CRT program is a material component of our strategy and helps to protect future business performance and stockholder capital under stress scenarios.

Our CRT program distributes risk to both highly-rated counterparties through our traditional reinsurance program, as well as to MILN investors via fully collateralized special purpose reinsurance vehicles. To-date, each of our individual book year transactions have been structured as XOL coverage where both the attachment and detachment points of the ceded risk tier are within the PMIERs capital requirements at inception, providing both loss volatility protection and PMIERs capital credit. Each

reinsurance treaty has a term of ten years and provides a unilateral right to commute prior to the full term, subject to certain performance triggers. We select the type and structure of our CRT transactions based on a variety of factors including, but not limited to, capacity, cost, flexibility, sustainability and diversification. Since 2015, we have executed $2.5 billion of CRT transactions across both traditional reinsurance arrangements and MILN transactions through December 31, 2020, with approximately 94% of our RIF insurance covered under our current CRT program. We expect to begin transferring losses at an approximate 30 to 35% lifetime book year loss ratio and extend up to an approximate 60 to 70% lifetime book year loss ratio at current pricing assumptions and depending on our co-participation level within the reinsurance tier.

Through our traditional reinsurance program, we have executed $1.8 billion of XOL reinsurance coverage with highly rated reinsurers covering the 2009 to 2020 book years. We completed an XOL reinsurance transaction in March 2020 covering a portion of NIW from January 1, 2020 to December 31, 2020. We also completed an XOL reinsurance transaction effective April 1, 2020, providing up to $300 million of reinsurance coverage on our 2009 to 2019 book years that is intended to provide PMIERs capital credit for elevated delinquencies as result of COVID-19.

On February 4, 2021, we completed an XOL reinsurance transaction covering a portion of NIW from January 1, 2021 to December 31, 2021 that will provide up to $210 million of reinsurance coverage.

The Company's traditional reinsurance coverage is provided by a panel of reinsurance partners each currently rated "A-" or better by Standard & Poor's or A.M. Best Company, Inc. These reinsurers are contractually required to collateralize a portion (typically 20 to 30%) of the reinsurance exposures consistent with PMIERs.

On October 22, 2020, we obtained $350 million of fully collateralized XOL reinsurance coverage from Triangle Re 2020-1 on a portfolio of existing mortgage insurance policies written from January 2020 through August 2020. Triangle Re 2020-1 financed the reinsurance coverage by issuing MILNs in an aggregate amount of $350 million to unaffiliated investors. The notes are non-recourse to us and our affiliates.

Our CRT transactions provided an estimated aggregate of $936 million of PMIERs capital credit and $1.4 billion of loss coverage as of December 31, 2020, which does not include the two MILN transactions completed on March 2, 2021 and April 16, 2021 as described below.

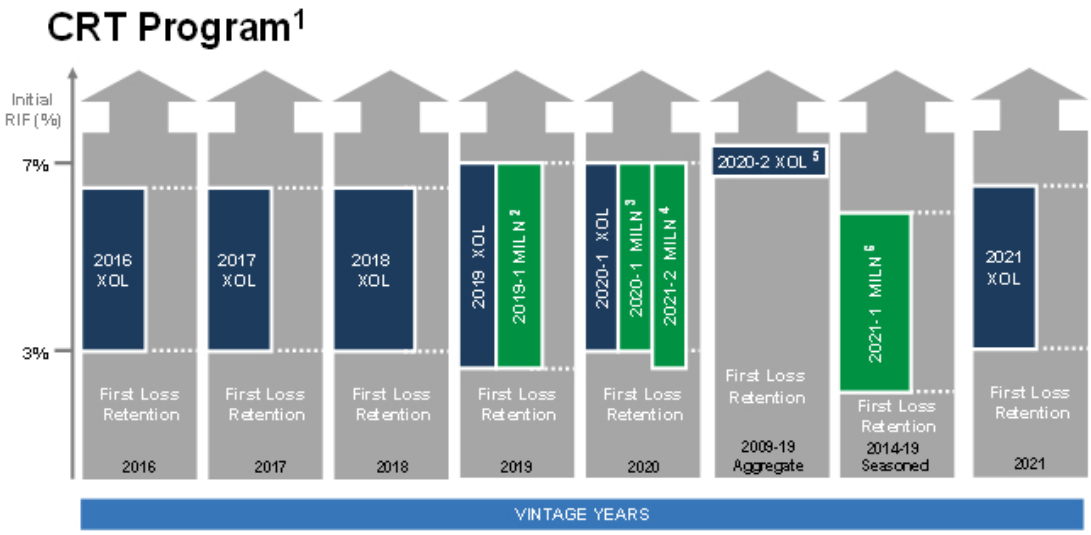
On March 2, 2021, we obtained approximately $495 million of fully collateralized XOL reinsurance coverage from Triangle Re 2021-1 on a portfolio of existing mortgage insurance policies written from January 2014 through December 2018 and from October 2019 through December 2019. Triangle Re 2021-1 financed the reinsurance coverage by issuing MILNs in an aggregate amount of $495 million to unaffiliated investors. The notes are non-recourse to us and our affiliates.

On April 16, 2021, we obtained approximately $303 million of fully collateralized XOL reinsurance coverage from Triangle Re 2021-2 on a portfolio of existing mortgage insurance policies written from September 2020 through December 2020. Triangle Re 2021-2 financed the reinsurance coverage by issuing MILNs in an aggregate amount of $303 million to unaffiliated investors. The notes are non-recourse to us and our affiliates.

Going forward, we plan to continue our "acquire, manage and distribute" programmatic approach to capital and risk management utilizing a combination of traditional reinsurance and MILNs, dependent upon market and other factors.

As depicted in the graphic and detailed CRT table below, our traditional reinsurance agreements and MILN transaction have been structured as XOL transactions where the Company retains the first loss position, the reinsurer or reinsurance trust account, as applicable, takes the second loss position, and the Company retains the remaining exposure above the reinsured tier. Within the reinsured tier, the Company

co-participates in any losses under the terms of the traditional reinsurance agreement or MILN offering, as applicable.



(1) Shows structures at inception; includes transactions through April 16, 2021, but excludes transactions commuted prior to December 31, 2020; attachment and detachment percentages shown are approximate.
(2) 2019-1 MILN covers a portion of January — September 2019 production.
(3) 2020-1 MILN covers portion of January — August 2020 production.
(4) 2021-2 MILN covers portion of September — December 2020 production.
(5) 2020-2 Aggregate XOL covers a portion of January 2009 — December 2019 production.
(6) 2021-1 MILN covers a portion of 2014 — 2018 and October — December 2019 production.

CRT Structure Key Metrics as of December 31, 2020	2016 XOL	2017 XOL	2018 XOL	2019 XOL -1	2019 XOL -2	2019 ILN	Agg XOL	2020 XOL	2020 ILN
	Full Year	*Full Year*	*Full Year*	*Full Year*	*Full Year*	*1/19-9/19*	*1/09-12/19*	*Full Year*	*1/20-8/20*
At Closing ($MM)									
Initial CRT Risk In Force	$9,734	$8,860	$9,079	$14,456	$14,456	$10,563	$34,038	$23,047	$14,909
Initial Reinsurance Amount	$166	$158	$238	$172	$5	$303	$300	$168	$350
Genworth's Initial Retention Layer	$292	$266	$272	$434	$361	$238	$2,287	$691	$522
Initial Attachment % [2]	3.00%	3.00%	3.00%	3.00%	2.50%	2.25%	6.72%	3.00%	3.50%
Initial Detachment % [2]	6.34%	6.50%	6.50%	6.80%	3.00%	6.75%	7.60%	7.00%	7.00%
% Of Covered Loss Tier Reinsured	51.0%	51.0%	75.0%	31.2%	7.2%	63.7%	100.0%	18.3%	67.0%
As of December 31, 2020 ($MM)									
Current CRT Risk In Force	$3,915	$3,948	$4,079	$9,751	$9,751	$6,429	$25,366	$23,047	$13,981
Current Reinsured Amount	$1	$30	$74	$133	$5	$303	$300	$168	$350
PMIERs Required Asset Credit [3]	$1	$28	$72	$128	$5	$224	$ -	$167	$311
Current Attachment % [2]	7.21%	6.56%	6.59%	4.44%	3.70%	3.69%	9.01%	3.00%	3.73%
Current Detachment % [2]	7.28%	8.02%	9.01%	8.81%	4.41%	9.16%	10.20%	7.00%	7.05%
Genworth Claims Paid	$10	$7	$4	$ -	$ -	$ -	$ -	$ -	$ -
Incurred Losses Ever To Date [4]	$56	$63	$70	$94	$94	$65	$197	$38	$11
Genworth's Remaining Retention Layer	$236	$203	$202	$340	$267	$173	$2,090	$653	$511
Reinsurer Claims Paid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

[1] The Total Current Primary Risk In Force Is $52.5B And The Total Current Risk In Force Covered By A CRT Is $49.2B; [2] Attachment % And Detachment % Are The Aggregate Loss Amounts As A Percentage Of Risk In Force At Which The Reinsurer Begins And Stops Paying Claims Under The Policy; [3] Current PMIERs Required Asset Credit Considers The Counterparty Credit Haircut; [4] Incurred Losses Ever To Date Shown Does Not Include IBNR Or Loss Adjustment Expenses; Definitions: CRT = Credit Risk Transfer; RIF = Risk In Force; XOL = Excess Of Loss; ILN = Insurance Linked Note

Delinquencies, Loss Management, and Claims

The delinquency and claim cycle generally begins with our receipt of a delinquency notice on an insured loan from the related servicer. We consider a loan to be delinquent when it is two or more mortgage payments past due. The incidence of delinquency is affected by a variety of factors, including housing price appreciation or depreciation, unemployment, the level of borrower income, divorce, illness, interest rate levels, general borrower creditworthiness and macroeconomic conditions, including the impact of pandemics such as COVID-19. See “Risk Factors—Risks Relating to Our Business—The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines and other actions taken by governmental authorities in response to the pandemic” and “—A deterioration in economic conditions or a decline in home prices may adversely affect our loss experience.” Delinquencies that are not cured result in a claim. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Metrics” for a table setting forth the number of loans insured, the number of delinquent loans and the delinquency rate for business as of September 30, 2020.

Loans insured and originated since 2009 have experienced lower delinquency rates due to home price appreciation, low unemployment, the CFPB ATR Requirement and the QM Rule. The table below sets forth delinquency rates for each of our legacy books and newer books from 2009 through the present. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Metrics—Delinquent loans and claims” for tables setting forth more details about our delinquency rates as of the dates indicated.

	As of December 31, 2020		As of December 31, 2019	
	# of Defaults	Delinquency Rate	# of Defaults	Delinquency Rate
2008 and prior	10,477	13.68 %	8,848	9.01 %
2009-2012	517	6.31 %	370	2.42 %
2013-2014	2,010	5.65 %	1,102	1.93 %
2015-2020	31,900	3.97 %	6,072	0.89 %
Total	44,904	4.86 %	16,392	1.93 %

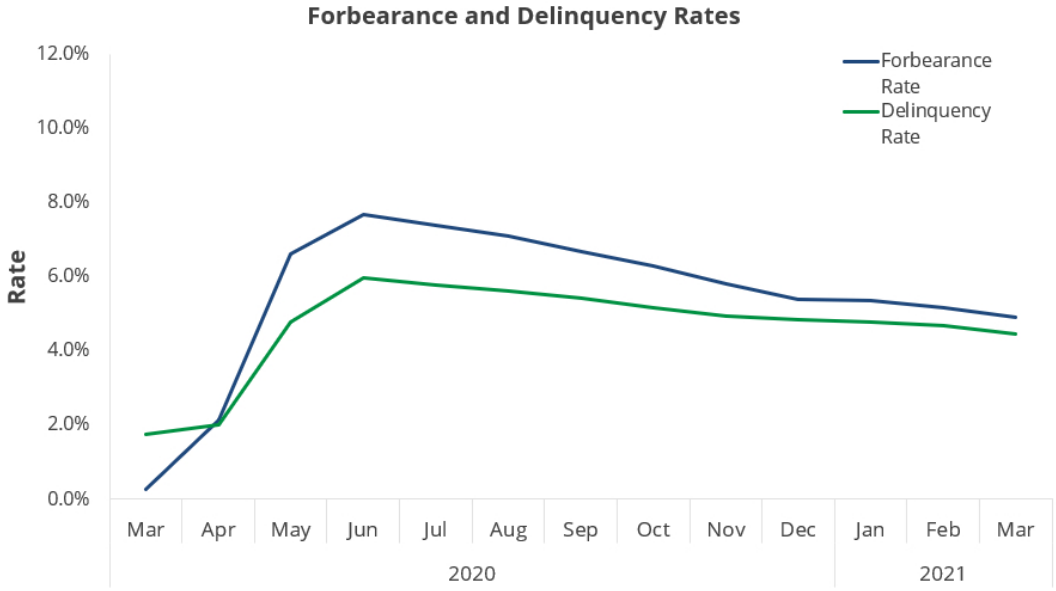
Prior to February 28, 2020, some delinquency reporting in the industry was limited to loans missing three or more payments due to differences in Master Policy requirements. The following table sets forth delinquency rates for newer books as of December 31, 2020 using this definition for loans originated through February 28, 2020 and two or more payments missed for loans originated beginning March 1, 2020 to align with new Master Policy definitions.

	As of December 31, 2020			
	3 or more missed payments through February 28, 2020 and 2 or more missed payments beginning March 1, 2020		2 or missed payments	
	# Defaults	Delinquency Rate	# Defaults	Delinquency Rate
2014 and prior	10,948	9.09 %	13,004	10.80 %
2015-2020	28,349	3.52 %	31,900	3.97 %
Total	39,297	4.25 %	44,904	4.86 %

Our loss mitigation and claims area is led by seasoned personnel who are supported by default tracking and claims processing capabilities within our integrated platform. Our loss mitigation staff is also

actively engaged with the GSEs and servicers regarding appropriate servicing and loss mitigation practices. We have granted loss mitigation delegation to the GSEs and servicers, whereby they perform certain loss mitigation efforts on our behalf. Moreover, the CFPB servicing rule obligates servicers to engage in early intervention and loss mitigation efforts with a borrower prior to foreclosure. These efforts have traditionally involved loan modifications intended to enable qualified borrowers to make restructured loan payments or efforts to sell the property, thereby potentially reducing claim amounts. With the COVID-19 pandemic, we have experienced unprecedented use of forbearance plans nationwide to assist borrowers including the ability to extend forbearance beyond 12 months. Historically, the use of forbearance plans were limited to 12 months and used for a natural disaster that impacted a region of the country. At the conclusion of the forbearance term, a borrower may either bring the borrower's loan current, defer any missed payments until the end of their loan, or the loan can be modified through a repayment plan or extension of the mortgage term.

The following chart shows the growth in forbearance plans as a percentage of our portfolio during the COVID period, which includes figures for March 2020 through March 2021.



Our goal is to keep borrowers in their homes. If a loan becomes delinquent, we work closely with customers, investors and servicers to attempt to cure the delinquency and allow the homeowner to retain ownership of their property.

Claims result from delinquencies that are not cured, or from losses on short sales, other third-party sales or deeds-in-lieu of foreclosure that we approve. Various factors affect the frequency and severity of claims, including LTV at the time of foreclosure, size and coverage percentage of a loan, property values, employment levels and interest rates. Any delays in foreclosure, including foreclosure moratoriums imposed by state and local governments and the GSEs due to COVID-19, could cause our losses to increase as expenses accrue for longer periods or if the value of foreclosed homes further decline during such foreclosure delays.

Under the terms of our primary insurance master policy, customers are required to file claims within 60 days of the earliest of (i) the date they have acquired title to the underlying property (typically through

foreclosure), (ii) the date of an approved short sale or other third party sale of the underlying property or (iii) the date a request is made by us to file a claim.

Upon review and determination that a filed claim is valid, we generally have the following three settlement options:

- Percentage option—determined by multiplying the claim amount by the applicable coverage percentage, with the customer retaining title to the property. The claim amount generally consists of the unpaid loan principal as of the date of default, plus delinquent interest and certain expenses associated with the default;
- Third-party sale option—pay the amount of the claim required to make the customer whole, commonly referred to as the "actual loss amount," following an approved sale; or
- Acquisition option—pay the full claim amount and acquire title to the property.

In 2020, we settled over half of our claims through the third-party sale or acquisition options due to continued home price appreciation and low unemployment.

Claim activity is not evenly spread across the coverage period of loans we insure. The frequency of delinquencies may not correlate directly with the number of claims received because the rate at which delinquencies are cured is influenced by borrowers' financial resources and circumstances, as well as regional economic differences. For those loans that fail to cure, whether delinquency leads to a claim principally depends upon the borrower's equity at the time of delinquency and the borrower's or the insured's ability to sell the home for an amount sufficient to satisfy all amounts due under the mortgage loan. See "Regulation—Other Federal Regulation—Mortgage Servicing Rules."

When claim notices are received, we review loan and servicing files to determine the appropriateness of a claim amount. Failure to deliver required documentation or our review of such documentation may result in rescission, cancellation or claims denial. Our insurance policies provide that we can reduce or deny claims if the servicer does not materially comply with its obligations under our policies, including the requirement to pursue reasonable loss mitigation actions. We also periodically receive claim notices that request coverage for costs and expenses associated with items not covered under our policies, such as losses resulting from property damage to a covered home. We actively review claim notices to ensure we pay only for covered expenses. We deem a reduction in the claim amount paid relative to the amount requested in the claim notice to be a curtailment.

When reviewing loan and servicing files in connection with the delinquency or claims process, we may also decide to rescind coverage of the underlying mortgages or deny payment of claims. Our ability to rescind coverage is limited by the terms of our master policies. We may rescind coverage in situations where, among other things, (i) fraudulent misrepresentations were made or materially inaccurate information was provided regarding a borrower's income, debts, intention to occupy a property or property value or (ii) a loan was originated in material violation of our underwriting guidelines.

We will consider an insured's appeal of our decision and, if we agree with the appeal, we take the necessary steps to reinstate our insurance coverage and reactivate the loan certificate or otherwise address the issues raised in the appeal. If the parties are unable to agree on the outcome of the appeal, the insured may choose to pursue arbitration or litigation under the terms of the applicable master policy and challenge the results. Subject to applicable limitations in our policies and State law, legal challenges to our actions may be brought several years after we dispose of a claim.

From time to time, we enter into agreements with policyholders to accelerate claims and negotiate an agreed-upon payment amount for claims on an identified group of delinquent loans. In exchange for our accelerated claim payment, mortgage insurance is canceled, and we are discharged from any further liability on the identified loans.

Information Technology

We develop and invest in technology in order to drive operational excellence, ensure a superior customer experience and support our overall business objectives. Our business heavily relies upon information technology and a number of critical aspects are highly automated. We accept insurance applications, issue approvals, process claims and reconcile premium remittance through electronic submission. In order to facilitate these processes, we have established direct connections to many industry leading origination and servicing systems so that our customers and servicers can select our mortgage insurance products and communicate with us directly from within their own technology platform. We also provide our customers secure access to our web-based portals to facilitate transactions and provide customers with access to their account information.

We have made a number of strategic investments in our technology infrastructure, including our:

- Proprietary underwriting platform, GENie;
- Lender and servicer integration capabilities;
- Proprietary risk modeling platform, One Analytical Framework;
- Business rules engine that automatically enforces our eligibility guidelines and pricing rules;
- Management and portfolio reporting capabilities; and
- Award-winning rate quote and ordering website.

We are regularly upgrading and enhancing our systems and technology, with an eye towards expanding our capabilities, improving productivity and enhancing our customer experience, including:

- Policy administration, billing, delinquency, and claims processes and systems;
- Enhancing the speed and efficiency of our pricing and auto-decisioning capabilities;
- Ensuring optimal integration capabilities to our customers' loan origination and mortgage insurance ordering and rate quoting processes; and
- Artificial intelligence and machine learning in the areas of risk and portfolio management.

We have also implemented an overarching technology strategy that utilizes Cloud, Software as a Service, commercial software, and in some cases proprietary technology to provide scalability, flexibility and an enhanced security posture. Technology costs are managed by the continued automation of key business processes, reducing our application portfolio and using contract employees to scale resource capacity as needed. We also have a dedicated "AI, Innovation & Automation" team to help ensure that we focus on using the latest technologies to further automate our business and differentiate our products and services.

Cybersecurity

We employ a multi-layered approach to data security and data privacy. This approach begins with our information security program, which is based on National Institute of Standards and Technology, 800-53. Our program includes policies and standards that delineate requirements for the implementation and on-going maintenance of our information systems as well as security responsibilities for all personnel. We review these policies and standards periodically and update as needed. We take steps to ensure that all information security policies are maintained and enforced and that all personnel are educated on their responsibilities. We maintain a "defense-in-depth" model, which employs multiple layers of protection for the entire company. Among other things, we perform external and internal risk assessments, penetration testing, vulnerability scanning, secure code development, and monthly security awareness training (including phishing awareness tests) for all personnel. The chief information officer and chief information

security officer, together with our compliance organization, among others, ensure the requirements of our information security program satisfy applicable legal and regulatory requirements. Our chief information security officer also provides regular updates and reports to our senior leaders, including an annual cybersecurity report to the board that covers, among other topics, the information security organization, material risks, technical threats, information technology security infrastructure, patching and vulnerability management, cyber incidents, an annual cyber tabletop exercise and incident preparedness, supplier management, security awareness training, cybersecurity personnel/staffing and a cyber threat assessment. The board also reviews the chief compliance officer's quarterly report, which includes information regarding data security incidents that meet the risk criteria for inclusion in the report. Through this reporting process, our board oversees our information security program and risks related thereto. As discussed above, strong risk management is a critical part of our business. See "Risk Management."

Our board of directors, in coordination with our risk committee, has primary responsibility for overseeing information technology and information security systems, processes, policies and risk management and the effectiveness of security controls. Our risk committee assists our board of directors in its oversight responsibilities relating to our risk management policies and the related risk profile, including, but not limited to, those associated with our insurance business and investment portfolios, including information technology risk and any other risk that poses a material threat to the viability of our company. Our risk committee reviews and oversees the control, management and mitigation processes relating to our risk management policies and risk appetite, including monitoring our risk culture and adherence to our risk limits. In the event that the risk committee identifies significant risk exposures, including with respect to cybersecurity, it will present such exposure to our board of directors to assess our risk identification, risk management and mitigation strategies. See "Management — Risk Committee."

Investment Portfolio

After this offering, we expect oversight and management of our investment portfolio and compliance with our investment policy will continue to be delegated by our board of directors to our Parent's investment committee and chief investment officer. Under the terms of our investment management agreement, the Company is charged a fee by our Parent. The total investment expenses paid to our Parent were $5.2 million and $4.1 million for the years ended December 31, 2020 and 2019, respectively. See Note 11 to our audited consolidated financial statements for further information. The Parent provides investment management services to us under an existing services and shared expenses agreement (the "Services and Shared Expenses Agreement"). Prior to or concurrent with the completion of this offering, the Company anticipates entering into the Shared Services Agreement (as defined herein). The Company anticipates that the Services and Shared Expenses Agreement will be replaced in its entirety with the Shared Services Agreement. Please see "Certain Relationships and Related Party Transactions—Relationship with Our Parent—Shared Services Agreement" for a summary of the material terms of the Shared Services Agreement.

In addition, for certain asset classes, we utilize external asset management. In the future, we may choose to more broadly engage external asset managers. Our senior management team along with our board of directors review investment performance and strategy on a periodic basis. As of December 31, 2020, the fair value of our investment portfolio was $5.0 billion of fixed maturity assets, of which 98% was rated as investment grade. We also had an additional $453 million of cash and cash equivalents as of December 31, 2020. The primary objectives of managing the investment portfolio are to preserve capital, generate investment income and maintain sufficient liquidity to cover our operating expenses and pay future insurance claims. Investment strategies are implemented emphasizing fixed income, low volatility, highly liquid assets to meet expected and unexpected financial obligations while enhancing risk adjusted, after-tax yields. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Investment Portfolio."

Our board approved investment policy utilizes defined investment guidelines such as, but not limited to, asset sector, single issuer concentration, and credit ratings to ensure compliance with risk management limits, regulatory requirements, and applicable laws. Further, the policy seeks to restrict

assets correlated with the residential mortgage market. Asset class mix and risks are regularly evaluated in the context of current and future capital market conditions, liability profiles, and return objectives. The investment portfolio is regularly stress tested to evaluate its ability to meet unexpected liquidity needs due to elevated liabilities. Our investment policies and strategies are subject to change depending on regulatory, economic and market conditions, as well as our prevailing operating objectives; however, we have made no changes to our investment strategies as a result of COVID-19.

For more information regarding our investment portfolio, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations and Key Metrics—Investment Portfolio.”

Properties

We are currently leasing our home office in Raleigh, North Carolina, which consists of approximately 130,000 square feet. The lease is set to expire on December 31, 2027. Additionally, we lease a second office in Washington, D.C. consisting of approximately 2,022 square feet. That lease is set to expire on November 12, 2022. We believe our current facilities are adequate for our current needs and that suitable additional or alternative space will be available as and when needed.

Human Capital Management and Employees

We take a holistic approach to human capital management, including attracting and retaining talent with comprehensive benefits and compensation packages, providing professional development and learning opportunities, facilitating access to dedicated resources that foster an equitable and inclusive environment and encouraging a sincere commitment to community service and involvement. As of December 31, 2020, we had approximately 525 full-time employees, all of whom work in the United States. Of those employees, 57% are located in our Raleigh, North Carolina office and the remaining 43% are in the field, predominantly working in sales and underwriting. We supplement our workforce, as needed, with independent contractors. Our employees and contractors are equipped to work on a remote basis. None of our employees are represented by a union or subject to a collective servicing agreement and management believes that our relationship with our employees is good.

As the severity of COVID-19 started to unfold at the beginning of 2020, our response included the implementation of policies to protect our employees. In early March 2020, we closed our offices and implemented a complete work from home policy which will remain in place until at least September 2021. To further support our employees, we are also providing additional financial, health and wellness resources, as well as a flexible work schedule to allow employees additional time for selfcare and the care of family members during the crisis.

Legal Proceedings

We are not subject to any pending material legal proceedings.

REGULATION

General

Our insurance operations are generally subject to extensive oversight and a wide variety of laws and regulations. State insurance laws and regulations govern most aspects of our insurance business, and are enforced by the insurance departments of each jurisdiction in which our insurers are licensed, with the NCDOI being the lead regulator for our North Carolina domiciled insurers. Our insurance products and business also are affected by federal, state and local laws, including tax laws.

The primary purpose of the state insurance laws and regulations regulating our insurance business is to protect our insureds, not our stockholders. These laws and regulations are regularly re-examined by state regulators and any changes to these laws or new laws may be more restrictive or otherwise adversely affect our operations.

Insurance and other regulatory authorities (including state law enforcement agencies and attorneys general) may make inquiries regarding compliance with insurance, securities and other laws and regulations, and we cooperate with such inquiries and take corrective action when warranted.

United States Insurance Regulation

Our insurance subsidiaries are licensed and regulated in all jurisdictions in which they conduct insurance business. The extent of this regulation varies, but state insurance laws and regulations generally grant both broad and specific regulatory powers to agencies or officials to examine the affairs of our insurance subsidiaries and to enforce statutes and administrative rules or exercise discretion affecting almost every aspect of their businesses. For example, state insurance laws and regulations typically govern the financial condition of insurers, including standards for solvency, types and concentrations of permissible investments, establishment and maintenance of reserves, credit for reinsurance, requirements for capital adequacy, and the business conduct of insurers, including marketing, sales practices, and claims handling. State insurance laws and regulations also usually require the licensing of insurers and agents, and the approval of policy forms and rates. In addition, states may require actuarial justification of rates on the basis of the insurer’s loss experience, expenses and future projections.

Mortgage guaranty insurance premium rates and policy forms are subject to regulation in every jurisdiction in which our insurance subsidiaries are licensed to transact business in order to protect policyholders against the adverse effects of excessive, inadequate or unfairly discriminatory rates. In most jurisdictions, premium rates and policy forms must be filed prior to their use. In some states, such rates and forms must also be approved prior to use. Changes in premium rates are often subject to justification, generally on the basis of loss experience, expenses and future trend analysis. In addition, jurisdictions may consider general default experience in the mortgage insurance industry in assessing the premium rates charged by mortgage guaranty insurers. The state insurance laws and regulations of general applicability, along with certain additional state insurance laws and regulations that are applicable specifically to mortgage guaranty insurers, are described below.

Insurance Holding Company Regulation

Certain of our insurance subsidiaries are subject to the Insurance Holding Company Act in North Carolina and are required to furnish various types of information concerning the operations of, and the interrelationships and transactions among, companies within our holding company system that may affect the operations, management or financial condition of the insurers within such holding company system. Under state insurance laws and regulations, our insurance subsidiaries must file reports, including detailed annual and quarterly financial statements, with the insurance regulator in North Carolina and the NAIC, and our operations and accounts are subject to periodic or target examination by any insurance regulator of a jurisdiction in which we conduct business. Mortgage guaranty insurers generally are limited by state insurance laws and regulations to directly writing only mortgage guaranty insurance business to the exclusion of other types of insurance.

State insurance laws and regulations also regulate transactions between insurers and their affiliates, sometimes mandating prior notice to the regulator and/or regulatory approval. Generally, state insurance laws and regulations require that all transactions between an insurer and an affiliate be fair and reasonable, and that the insurer's statutory surplus following such transaction be reasonable in relation to its outstanding liabilities and adequate to its financial needs. Certain transactions may not be entered into unless the applicable regulator is given 30 days' prior notification and does not disapprove the transaction during such 30-day period.

State insurance laws and regulations also require that an insurance holding company system's ultimate controlling person submit annually to its lead state insurance regulator an "enterprise risk report" that identifies activities, circumstances or events involving one or more affiliates of an insurer that, if not remedied properly, are likely to have a material adverse effect upon the financial condition or liquidity of the insurer or its insurance holding company system as a whole. Finally, most jurisdictions have adopted insurance laws or regulations setting forth detailed requirements for cost sharing and management agreements between an insurer and its affiliates.

State insurance laws and regulations require that a person obtain the approval of the insurance commissioner of an insurer's domiciliary jurisdiction prior to acquiring control of such insurer. Control of an insurer is generally presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, 10% or more of the voting securities of the insurer or any parent entity; although such presumption may be rebutted. In considering an application to acquire control of an insurer, the insurance commissioner generally considers factors such as the experience, competence and financial strength of the applicant, the integrity of the applicant's board of directors and executive officers, the acquirer's plans for the management and operation of the insurer, and any anti-competitive results that may arise from the acquisition. Most jurisdictions also now require a person seeking to acquire control of an insurer licensed but not domiciled in that jurisdiction to make a filing prior to completing an acquisition if the acquirer and its affiliates and the target insurer and its affiliates have specified market shares in the same lines of insurance in that jurisdiction. These provisions may not require acquisition approval but can lead to imposition of conditions on an acquisition that could delay or prevent its consummation. In certain situations, state insurance laws and regulations also require that a controlling person of an insurer submit prior notice to the insurer's domiciliary insurance regulator of a divestiture of control. Similarly, with respect to our contract underwriting entity, Genworth Financial Services, Inc., prior approval from state banking commissioners is required in some jurisdictions prior to acquiring control of our contract underwriting entity, which is licensed or has an approved license exemption in most states.

Our insurance subsidiaries' payment of dividends or other distributions to our holding company is regulated by the state insurance laws and regulations of their respective domiciliary states. Our insurance subsidiaries may pay dividends only from unassigned surplus; payments made from sources other than unassigned surplus are categorized as distributions. Our insurance subsidiaries must deliver notice to the Commissioner of any dividend or distribution within 5 business days after declaration of the dividend or distribution, and at least 30 days before payment thereof. No dividend may be paid until 30 days after the Commissioner has received notice of the declaration thereof and (i) has not within that period disapproved the payment or (ii) has approved the payment within the 30-day period. Any distribution, regardless of amount, requires that same 30-day notice to the Commissioner, but also requires the Commissioner's affirmative approval before being paid.

Under the insurance laws of the State of North Carolina, an "extraordinary" dividend or distribution is defined as a dividend or distribution that, together with other dividends and distributions made within the preceding 12 months, exceeds the greater of: (i) 10% of the insurer's statutory surplus as of the immediately prior year end; or (ii) the statutory net income (loss) during the prior calendar year.

In addition, insurance regulators may prohibit the payment of ordinary dividends or other payments by our insurers (such as a payment under a tax sharing agreement for employment or other services) if they

determine that such payment could be adverse to our policyholders or would not be fair and reasonable to the insurer.

NAIC

The NAIC is an organization, the mandate of which is to benefit state insurance regulatory authorities and consumers by promulgating model insurance laws and regulations for adoption by the states. The NAIC also provides standardized insurance industry accounting and reporting guidance through the NAIC Accounting Manual. However, model insurance laws and regulations are only effective when adopted by the states, and SAP continue to be established by individual state laws, regulations and permitted practices. Changes to the NAIC Accounting Manual or modifications by the various state insurance departments may affect the statutory capital and surplus of our insurance subsidiaries.

The NAIC adopted the Risk Management and Own Risk and Solvency Assessment Model Act (the "ORSA Model Act"). The ORSA Model Act requires an insurance holding company system's chief risk officer to submit annually to its lead state insurance regulator an Own Risk and Solvency Assessment Summary Report (the "ORSA Report"). The ORSA Report is a confidential internal assessment appropriate to the nature, scale and complexity of an insurer, conducted by that insurer of the material and relevant risks identified by the insurer associated with an insurer's current business plan and the sufficiency of capital resources to support those risks. Most states, including North Carolina have adopted the ORSA Model Act. Under the ORSA Model Act, our insurance subsidiaries are required to:

- regularly, no less than annually, assess the adequacy of our insurance subsidiaries' risk management framework, and current and estimated projected future solvency position;
- internally document the process and results of the assessment; and
- provide a confidential high-level ORSA Report annually to the lead state commissioner if the insurer is a member of an insurance group and make such report available, upon request, to other domiciliary state regulators within the holding company group.

The NAIC has adopted several model laws and regulations as part of its now completed Solvency Modernization Initiative. For example, the NAIC adopted the Corporate Governance Annual Disclosure Model Act and the Corporate Governance Annual Disclosure Model Regulation (the "Corporate Governance Model Act and Regulation"), that would require insurers to disclose detailed information regarding their governance practices. The Corporate Governance Annual Disclosure Model Act (as opposed to the corresponding regulation) has been adopted in North Carolina. In addition, the NAIC adopted amendments to the insurance holding company model act and regulations (the "NAIC Holding Company Amendments") that would authorize United States regulators to, among other items, lead or participate in the group-wide supervision of certain international insurance groups. North Carolina has adopted a version of the NAIC Holding Company Amendments.

Examinations

State insurance laws and regulations govern the marketplace for insurers, affecting the form and content of disclosure to insureds, advertising, sales and underwriting practices and complaint and claims handling, and these provisions are generally enforced through periodic or target market conduct examinations. State insurance departments may conduct periodic or target detailed examinations of the books, records, accounts and business practices of insurers licensed in their states. These examinations are sometimes conducted in cooperation with insurance departments of multiple other states or jurisdictions representing each of the NAIC zones, under guidelines promulgated by the NAIC.

Past regulatory examinations and inquiries have not resulted, and are not expected to result, in a material adverse effect on us or our insurance subsidiaries' financial position or results of operations. The most recent financial examination report of GMICO completed by the NCDOI was issued in January 2018 covering the period of January 2, 2012 through December 31, 2016 and any material transactions and

events subsequent to the examination date and noted during the course of the exam. The examination report is available to the public.

Accounting Principles

State insurance regulators developed SAP as a basis of accounting used to monitor and regulate the solvency of insurers. Since insurance regulators are primarily concerned with ensuring an insurer's ability to pay its current and future obligations to policyholders, statutory accounting conservatively values the assets and liabilities of insurers, generally in accordance with standards specified by such insurer's domiciliary jurisdiction. Uniform statutory accounting practices are established by the NAIC and are generally adopted by regulators in the various state jurisdictions. Due to differences in methodology between SAP and U.S. GAAP, the values for assets, liabilities and equity reflected in financial statements prepared in accordance with U.S. GAAP are often materially different from those reflected in financial statements prepared under SAP.

Market Conduct

State insurance laws and regulations govern the marketplace activities of insurers, affecting the form and content of disclosure to consumers, advertising, product replacement, sales and underwriting practices, and complaint and claims handling, and these provisions are generally enforced through periodic market conduct examinations. Our insurance subsidiaries are not currently undergoing market conduct reviews in any states.

Investments

State insurance laws and regulations require diversification of our insurance subsidiaries' investment portfolio and limit the proportion of, or in some cases totally prohibit, investments our insurance subsidiaries may hold in different asset categories. Assets invested contrary to such regulatory limitations must be treated as non-admitted assets for assessing an insurer's solvency unless a waiver is given by the insurer's domestic insurance regulator, and, in some instances, regulations require divestiture of such non-complying investments. We believe our insurance subsidiaries' investments are in compliance with these state insurance laws and regulations or are subject to any applicable waivers.

Capital and Surplus Requirements

Insurance regulators have the discretionary authority, in connection with maintaining the licensing of our insurance subsidiaries, to limit or restrict insurers from issuing new policies, or to take other actions, if, in the regulators' judgment, the insurer is not maintaining a sufficient amount of surplus or reserves, or is in a hazardous financial condition. We seek to maintain new business and capital management strategies to support meeting related regulatory requirements.

Mortgage Guaranty Insurance Capital and Surplus Requirements. Mortgage guaranty insurers are not subject to the NAIC's RBC requirements but certain states impose other forms of capital requirements on mortgage guaranty insurers, requiring maintenance of a RTC ratio not to exceed 25:1. Policyholder position is defined as surplus as regards policyholders plus contingency reserves, less ceded reinsurance. In this prospectus, we show policyholder position as statutory capital. We had a combined RTC ratio of approximately 12.1:1 and 12.2:1 as of December 31, 2020 and 2019, respectively. The current regulatory framework of the NCDOI used to calculate our RTC ratio differs from the capital requirements of the GSEs. See "—Agency Qualification Requirements."

The NAIC is in the process of reviewing the minimum capital and surplus requirements for mortgage insurers and considering changes to the MGI Model, revisions to Statement of Statutory Accounting Principles No. 58—Mortgage Guaranty Insurance and the development of a mortgage guaranty supplemental filing. In December 2019, a working group of state regulators released exposure drafts of the revised MGI Model, including new proposed mortgage guaranty insurance capital requirements for mortgage insurers. The process for developing this framework is ongoing, and the outcome of this

process remains uncertain. At this time, we cannot predict (i) the outcome of this process; (ii) which states, if any, may adopt the MGI Model; (iii) the effect changes, if any, will have on the mortgage guaranty insurance market generally, or on our business specifically; (iv) the additional costs associated with compliance with any such changes; or (v) any changes to our operations that may be necessary to comply, any of which could have a material adverse effect on our business, results of operations and financial condition. We also cannot predict whether other regulatory initiatives will be adopted and what impact, if any, such initiatives, if adopted as laws, may have on our business, results of operations and financial condition.

Group Capital Requirements. The NAIC and international insurance regulators, including the International Association of Insurance Supervisors ("IAIS"), have developed group capital standards. The NAIC developed a group capital calculation ("GCC") tool using an RBC aggregation methodology for all entities within the insurance holding company system, including non-United States entities. The GCC provides regulators with an additional tool for conducting group-wide supervision and enhances transparency into how capital is allocated. In December 2020, the NAIC also adopted the GCC Template and Instructions as well as amendments to the Holding Company System Model Act and Regulation to require, subject to certain exceptions, the ultimate controlling person of every insurer subject to the holding company registration requirement to file an annual group capital calculation with its lead state. The NAIC has stated that the calculation will be a regulatory tool and does not constitute a requirement or standard, but there can be no guarantee that will remain the case. These amendments, which implement the annual filing requirement for the GCC, now have to be adopted by state legislatures in order to become effective. The NAIC expects to adopt the final GCC Template and Instructions in 2021. See also "Risk Factors— Risks Relating to Regulatory Matters—We are subject to minimum statutory capital requirements that, if not met or waived, would result in restrictions or prohibitions on our doing business and could have a material adverse impact on our business, results of operations and financial condition."

The IAIS spent several years developing a risk-based global insurance capital standard ("ICS") based upon 10 key principles, which will apply to internationally active insurance groups. While we currently only write in the United States, we are part of the broader group of insurance companies of our Parent. The IAIS adopted a revised version of the ICS in 2019 and it began a five-year monitoring period in 2020 prior to final implementation. It is unclear how the development of group capital measures by the NAIC and IAIS will interact with existing capital requirements for insurance companies in the United States and with international capital standards. It is possible that the broader Genworth group may be required to hold additional capital as a result of these developments.

Reserves

State insurance laws and regulations require our insurance subsidiaries to establish a special statutory contingency reserve reflected in their statutory financial statements to provide for payable claims and other expenses and purposes in the event of significant economic declines. Annual additions to the statutory contingency reserve must equal 50% of net earned premiums as defined by state insurance laws and regulations. These contingency reserves generally are held until the earlier of (i) 10 years after which such amounts can be released into surplus or (ii) when loss ratios exceed 35% in which case, the amount above 35% can be released under certain circumstances, although regulators have granted discretionary releases from time to time. However, approval by the NCDOI is required for contingency reserve releases when loss ratios exceed 35%. The establishment of the statutory contingency reserve is funded by premiums that would otherwise generate net earnings that would be reflected in policyholder surplus. This deferral of premiums into the contingency reserve limits our insurance subsidiaries' ability to pay dividends to stockholders until those contingency reserves are released back into surplus. Our insurance subsidiaries' statutory contingency reserve was approximately $2,518 million and $2,032 million as of December 31, 2020 and 2019, respectively.

Dodd-Frank Act and Other Federal Initiatives

Although the federal government generally does not directly regulate the insurance business, federal initiatives often have an impact on the business in a variety of ways. From time to time, federal measures are proposed that may significantly affect the insurance business. These areas include financial services regulation, securities regulation, derivatives regulation, pension regulation, money laundering, privacy regulation and taxation. In addition, various forms of direct federal regulation of insurance have been proposed in recent years.

The Dodd-Frank Act made extensive changes to the laws regulating financial services firms and required various federal agencies to adopt a broad range of new implementing rules and regulations.

The Dodd-Frank Act prohibits a creditor from making a residential mortgage loan unless the creditor makes a reasonable and good faith determination that, at the time the loan is consummated, the consumer has a reasonable ability to repay the loan. In addition, the Dodd-Frank Act created the CFPB, which regulates certain aspects of the offering and provision of consumer financial products or services but not the business of insurance. Certain rules and regulations established by the CFPB require mortgage lenders to demonstrate that they have effectively considered the consumer's ability to repay a mortgage loan, establish when a mortgage may be classified as a QM and determine when a lender is eligible for a safe harbor as a presumption that the lender has complied with the ability-to-repay requirements. The regulations include the QM Patch for mortgages that comply with certain prohibitions and limitations and meet the GSE underwriting and product guidelines. Mortgages that meet these requirements are deemed to be QMs. The QM Patch permits loans that exceed a DTI ratio of 43% to be eligible for QM status. Many of the loans that qualify under the QM Patch require credit enhancement, of which private mortgage insurance is the predominate form of coverage. On December 29, 2020, the CFPB promulgated two final rules amending the QM Rule: (i) the Amended QM Rule and (ii) the Seasoned QM Final Rule. The effective date of both rules was March 1, 2021, with a mandatory compliance date for the Amended QM Rule of July 1, 2021. However, on February 23, 2021, the CFPB published a statement entitled "Statement on Mandatory Compliance Date of General QM Final Rule and Possible Reconsideration of General QM Final Rule and Seasoned QM Final Rule" in which it announced the CFPB was considering rulemaking to reconsider the Amended QM Rule and the Seasoned QM Final Rule and would also propose a rule to delay the July 1, 2021 mandatory compliance date of the Amended QM Rule. On April 27, 2021, the CFPB promulgated a final rule delaying the mandatory compliance date of the Amended QM Rule until October 1, 2022 and noting that the Amended QM Rule and Seasoned QM Final Rule would be reconsidered at a later time. As provided under the final rule, the prior 43% DTI-based QM Rule definition, the new price-based (APOR) definition and the QM Patch will all remain available to lenders for loan applications received prior to October 1, 2022. However, on April 8, 2021, Fannie Mae issued Lender Letter 2021-09 and Freddie Mac issued Bulletin 2021-13 stating that due to the requirements of the PSPAs they would only acquire loans that meet the new price-based (APOR) definition set forth under the Amended QM Rule for applications received on or after July 1, 2021. Accordingly, even though the CFPB has extended the mandatory compliance date of the Amended QM Rule, as a practical matter, many lenders will no longer originate 43% DTI-based QM loans or QM Patch loans for applications received on or after July 1, 2021 if the GSEs continue to maintain this position.

The Dodd-Frank Act also established a Financial Stability Oversight Council ("FSOC"), which is authorized to subject non-bank financial companies, which may include insurance companies, deemed systemically significant to stricter prudential standards and other requirements and to subject such companies to a special orderly liquidation process outside the federal Bankruptcy Code, administered by the FDIC. There are currently no such companies designated as systematically significant by the FSOC. We have not been, nor do we believe we will be, designated as systemically significant by FSOC. FSOC's potential recommendation of measures to address systemic financial risk could affect our insurance operations. A future determination that we are systemically significant could impose significant burdens on us, impact the way we conduct our business, increase compliance costs, duplicate state regulation and result in a competitive disadvantage.

The Dodd-Frank Act established a Federal Insurance Office ("FIO") within the Treasury Department. While not having a general supervisory or regulatory authority over the business of insurance, the director of this office performs various functions with respect to insurance, including serving as a non-voting member of the FSOC and making recommendations to the FSOC regarding insurers to be designated for more stringent regulation.

On May 24, 2018, the Economic Growth, Regulatory Relief, and Consumer Protection Act ("Reform Act") was signed into law. In addition to the other provisions, the Reform Act also directs the Director of FIO and the Board of Governors of the Federal Reserve to support increased transparency at global insurance or international standard-setting regulatory or supervisory forums, and to achieve consensus positions with the states through the NAIC prior to taking a position on any insurance proposal by a global insurance regulatory or supervisory forum. We cannot predict the effect of all the regulations or legislation adopted under the Dodd-Frank Act or the Reform Act, the effect such legislation or regulations will have on financial markets generally, or on our business specifically, the additional costs associated with compliance with such regulations or legislation, or any changes to our operations that may be necessary to comply with the Dodd-Frank Act and the regulations thereunder, any of which could have a material adverse effect on our business, results of operations, cash flows or financial condition. We also cannot predict whether other federal initiatives will be adopted or what impact, if any, such initiatives, if adopted as laws, may have on our business, financial condition or results of operations.

Agency Qualification Requirements

As the largest purchasers of conventional mortgage loans, and therefore, the main beneficiaries of private mortgage insurance, the GSEs impose eligibility requirements that private mortgage insurers must satisfy in order to be approved to insure loans purchased by the GSEs. Effective December 31, 2015, each GSE adopted the original PMIERs, which set forth operational and financial requirements that mortgage insurers must meet in order to remain eligible. On September 27, 2018, the GSEs issued revisions to the PMIERs, which became effective March 31, 2019. The PMIERs aim to ensure that approved insurers possess the financial and operational capacity to serve as strong counterparties to the GSEs throughout various market conditions. The PMIERs are comprehensive, covering virtually all aspects of the business and operations of a private mortgage insurer of GSE loans, including internal risk management and quality controls, our relationship with the GSEs and our financial condition. The PMIERs contain extensive requirements related to the conduct and operations of our mortgage insurance business, including requirements in areas such as claim processing, loss mitigation, document retention, underwriting, quality control, reporting and monitoring, among others. In addition, the PMIERs prohibit private mortgage insurers from engaging in certain activities such as insuring loans originated or serviced by an affiliate (except under certain circumstances) and require private mortgage insurers to obtain the prior consent of the GSEs before taking certain actions, which may include entering into various intercompany agreements and commuting or reinsuring risk, among others. As of December 31, 2020, we met the PMIERs financial and operational requirements, based in part on our entry into a series of reinsurance transactions, and currently hold a reasonable amount in excess of the financial requirements.

The PMIERs include financial requirements for mortgage insurers under which a mortgage insurer's "Available Assets" (generally only the most liquid assets of an insurer) must meet or exceed "Minimum Required Assets" (which are based on an insurer's RIF and are calculated from tables of factors with several risk dimensions and are subject to a floor amount) and otherwise generally establish when a mortgage insurer is qualified to issue coverage that will be acceptable to the respective GSE for acquisition of high LTV mortgages. The GSEs may amend or waive PMIERs at their discretion, impose additional conditions or restrictions on us and also have broad discretion to interpret PMIERs, which could impact the calculation of our "Available Assets" and/or "Minimum Required Assets".

The operational PMIERs requirements include standards that govern the relationship between the GSEs and approved insurers and are designed to ensure that approved insurers operate under uniform guidelines, such as claim processing timelines. They include quality control requirements that are

designed to ensure that approved insurers have a strong internal risk management infrastructure and senior management oversight.

On June 29, 2020, the GSEs issued the PMIERs Amendment. In September 2020, the GSEs issued an amended and restated version of the PMIERs Amendment that clarifies Section I (Risk-Based Required Asset Amount Factors), which became effective retroactively on June 30, 2020, and includes a new Section V (Delinquency Reporting), which became effective on December 31, 2020. The PMIERs Amendment implemented both permanent and temporary revisions to PMIERs. On December 4, 2020, the GSEs issued a revised and restated version of the PMIERs Amendment that revised and replaced the version issued in September 2020. The December 4, 2020 version extended the application of reduced PMIERs capital factors to each non-performing loan that has an initial missed monthly payment occurring on or after March 1, 2020 and prior to April 1, 2021 and capital preservation period from March 31, 2021 to June 30, 2021. For loans that became non-performing due to a COVID-19 hardship, PMIERs was temporarily amended with respect to each non-performing loan that (i) has an initial missed monthly payment occurring on or after March 1, 2020 and prior to April 1, 2021 or (ii) is subject to a forbearance plan granted in response to a financial hardship related to COVID-19, the terms of which are materially consistent with terms of forbearance plans offered by the GSEs. The risk-based required asset amount factor for the non-performing loan will be the greater of (a) the applicable risk-based required asset amount factor for a performing loan were it not delinquent, and (b) the product of a 0.30 multiplier and the applicable risk-based required asset amount factor for a non-performing loan. In the case of (i) above, absent the loan being subject to a forbearance plan described in (ii) above, the 0.30 multiplier will be applicable for no longer than three calendar months beginning with the month in which the loan became a non-performing loan due to having missed two monthly payments. Loans subject to a forbearance plan described in (ii) above include those that are either in a repayment plan or loan modification trial period following the forbearance plan unless reported to the approved insurer that the loan is no longer in such forbearance plan, repayment plan, or loan modification trial period. The PMIERs Amendment also imposes temporary capital preservation provisions through June 30, 2021, that require an approved insurer to obtain prior written GSE approval before paying any dividends, pledging or transferring assets to an affiliate or entering into any new, or altering any existing, arrangements under tax sharing and intercompany expense-sharing agreements, even if such insurer has a surplus of available assets. In addition, the PMIERs Amendment imposes permanent revisions to the risk-based required asset amount factor for non-performing loans for properties located in future FEMA-Declared Major Disaster Areas eligible for individual assistance.

Under PMIERs, we are subject to these operational and financial requirements. Each approved mortgage insurer is required to provide the GSEs with an annual certification and a quarterly report as to its compliance with PMIERs. As of December 31, 2020, we had available assets of $4,588 million against $3,359 million net required assets under PMIERs, compared to available assets of $3,811 million against $2,754 million net required assets as of December 31, 2019. The estimated sufficiency above the published PMIERs financial requirements as of December 31, 2020 was $1,229 million, compared to $1,057 million above the published PMIERs requirements as of December 31, 2019, resulting in a PMIERs sufficiency ratio of 137% and 138%, respectively, which, was above the requirement imposed by the GSE Restrictions that required us to maintain a PMIERs sufficiency ratio of 115% in 2020. For information with respect to higher PMIERs sufficiency ratios in future periods as a result of the GSE Restrictions, see “Risk Factors —Risks Relating to Our Business— If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs’ interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition.” In addition, our PMIERs required assets as of December 31, 2020 benefited from the application of a 0.30 multiplier applied to the risk-based required asset amount factor for certain non-performing loans.

In their respective letters approving credit for reinsurance against PMIERs financial requirements, the GSEs require our mortgage insurance subsidiary to maintain a maximum statutory RTC ratio of 18:1 or they reserve the right to reevaluate the amount of PMIERs credit for reinsurance and other CRT transactions available under PMIERs indicated in their approval letters. Freddie Mac has also imposed additional requirements on our option to commute these reinsurance agreements. Both GSEs reserved the right to periodically review the reinsurance transactions for treatment under PMIERs.

In connection with the COVID-19 pandemic, on September 30, 2020, GMICO entered into the Master Policy Alternatives Agreement, pursuant to which GMICO agreed to temporarily waive or grant alternatives, extensions and flexibilities around various requirements included in certain policies owned by the GSEs. The Master Policy Alternatives Agreement became effective on September 30, 2020 and expired on March 31, 2021. The parties are engaging in discussions regarding an extension of the Master Policy Alternatives Agreement. The Master Policy Alternatives Agreement includes several provisions aimed at avoiding claim denial and cancellation of coverage resulting from the COVID-19 pandemic. In addition, pursuant to the Master Policy Alternatives Agreement, the GSEs must provide monthly reports regarding which loans participate in forbearance plans granted in response to a COVID-19 hardship.

In September 2020, subsequent to the issuance of our 2025 Senior Notes, the GSEs imposed the GSE Restrictions with respect to capital on our business. In connection with this offering, the GSEs have recommended revisions to the GSE Restrictions, subject to FHFA approval. There can be no assurance that such approval process will not result in the final terms being changed. As proposed, the GSE Restrictions will remain in effect until the following collective GSE Conditions are met: (i) GMICO obtains a “BBB+”/“Baa1” (or higher) rating from Standard & Poor’s, Moody’s or Fitch for two consecutive quarters and (ii) our Parent achieves a debt leverage ratio (excluding U.S. life business equity) that is less than 25% and a cash coverage ratio that is at least 2.5 for two consecutive quarters. Prior to the satisfaction of the GSE Conditions, the GSE Restrictions require (a) GMICO to maintain 115% of PMIERs Minimum Required Assets through 2021, 120% during 2022 and 125% thereafter (unless our Parent directly or indirectly owns 70% or less of our common stock by December 31, 2021, in which case the GSE Restrictions require GMICO to maintain 115% of PMIERs Minimum Required Assets through 2022, 120% during 2023 and 125% thereafter), (b) the Company to retain available liquidity the greater of either 13.5% of outstanding EHI debt or $300 million of its holding company cash that can be drawn down exclusively for Company debt service or to contribute to GMICO to meet its regulatory capital needs including PMIERs, (c) prior written approval must be received from the GSEs before any additional debt issuance by either GMICO or the Company and (d) prior written approval must be received from Fannie Mae before either GMICO or the Company may make any loans to the Parent or GHI. In addition, GMICO is not permitted to make any dividends or distributions that would cause the PMIERs Available Assets to fall below the PMIERs Minimum Required Assets percentages set forth in clause (a) above. In addition, in calculating PMIERs Available Assets relative to any dividend or distribution, PMIERs Available Assets shall be calculated consistent with the capital preservation provisions of the PMIERs Amendment, and any amendments thereto. We distributed $437 million of the net proceeds from the 2025 Senior Notes to GHI at the closing of the offering of our 2025 Senior Notes. Our Parent has advised us that, pursuant to the AXA Settlement, GHI intends to repay or reduce upcoming debt maturities in an amount equal to the net proceeds of the offering of our 2025 Senior Notes (less certain amounts held back to fund interest payments and offering costs and expenses). In March 2021, our Parent sold all of its common shares in GMA, which resulted in a mandatory payment of approximately £178 million under the Promissory Note entered into in connection with the AXA Settlement, leaving a balance owed of approximately £247 ($338 million), which is subject to increase. See "Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent—Our Parent's indebtedness and potential liquidity constraints may negatively affect us." Until the GSE Conditions are met, EHI’s liquidity must not fall below 13.5% of its outstanding debt. Currently, our Parent expects to indirectly own at least 80% of EHI common stock following the consummation of this offering. However, if our Parent no longer owns directly or indirectly 50% or more of our common stock, Fannie Mae agreed to reconsider the GSE Restrictions. In addition, in the event that the Parent were to hold less than 80% of our common stock by either voting power or value, we would cease to be a member of the Genworth Consolidated Group and may be required to make a payment to

the Parent in respect of tax benefits for which we received credit under the Tax Allocation Agreement, but which had not been utilized by the Genworth Consolidated Group at such time. These tax benefits would be available to reduce our tax liabilities in periods after we leave the Genworth Consolidated Group, subject to any applicable limitation that may apply with respect to such period or tax benefit.

Although we expect we will continue to retain our eligibility status with the GSEs, there can be no assurance these conditions will continue. See "Risk Factors—Risks Relating to Regulatory Matters—If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition" and "Management's Discussion and Analysis of Financial Condition and Results of Operations—Trends and Conditions."

Other Federal Regulation

We and other private mortgage insurers are impacted by federal regulation of residential mortgage transactions with respect to mortgage originators and lenders, purchasers of mortgage loans such as Fannie Mae and Freddie Mac, and governmental insurers such as the FHA and the VA. Mortgage origination and servicing transactions are subject to compliance with various state and federal laws, including RESPA, HOPA, FCRA, the Fair Housing Act, the Truth In Lending Act, the Gramm-Leach-Bliley Act of 1999 (the "GLB Act"), the Dodd-Frank Act and others, including those discussed in this section. Among other things, these laws and their implementing regulations prohibit payments for referrals of settlement service business, require fairness and non-discrimination in granting or facilitating the granting of insurance, govern the circumstances under which companies may obtain and use consumer credit information, and provide for other consumer protections. Additionally, changes in federal housing legislation and other laws and regulations that affect the demand for private mortgage insurance may have a material effect on private mortgage insurers. For example, in December 2020, the FHFA promulgated the Enterprise Capital Framework that imposes a new capital framework on the GSEs, including risk-based and leverage capital requirements and buffers in excess of regulatory minimums that can be drawn down in periods of financial stress. This rule is part of the process to potentially end the conservatorships of the GSEs. The final rule could cause the GSEs to increase their guarantee pricing in order to meet the new capital requirements. Legislation or regulation that changes the role of the GSEs or ends conservatorships of the GSEs could have a material adverse effect on our business. Likewise, any legislation or regulation that increases the number of people eligible for FHA or VA mortgages could have a materially adverse effect on our ability to compete with the FHA or the VA. See "—Risks Relating to Our Business—Changes to the role of the GSEs or to the charters or business practices of the GSEs, including actions or decisions to decrease or discontinue the use of mortgage insurance, could adversely affect our business, results of operations and financial condition."

Federal Laws

RESPA applies to most residential mortgages insured by private mortgage insurers. Mortgage insurance is considered a "settlement service" for purposes of loans subject to RESPA. Subject to limited exceptions, RESPA precludes us from providing services to mortgage lenders or other settlement service providers free of charge, charging fees for services that are lower than their reasonable or fair market value, and paying fees for services that others provide that are higher than their reasonable or fair market value. In addition, RESPA prohibits persons from giving or accepting any portion or percentage of a charge for a real estate settlement service, other than for services actually performed. Although many states prohibit mortgage insurers from giving rebates, RESPA has been interpreted to cover many non-fee services as well. Mortgage insurers and their customers are subject to the possible sanctions of this law, which may be enforced by the CFPB, state insurance departments, state attorneys general and other enforcement authorities.

HOPA provides for the automatic termination, or cancellation upon a borrower's request, of the borrower's obligation to pay for private mortgage insurance upon satisfaction of certain conditions. HOPA applies to owner-occupied residential mortgage loans regardless of lien priority and to BPMI closed after July 29, 1999. HOPA requires lenders to automatically terminate a borrower's obligation to pay for mortgage insurance coverage once the LTV ratio reaches 78% of the original value. A borrower generally may also request cancellation of mortgage insurance from their lender once the actual payments reduce the loan balance to 80% of the home's original value. For borrower-initiated cancellation of mortgage insurance, the borrower must have a "good payment history" as defined by HOPA.

FCRA imposes restrictions on the permissible use of credit report information and requires mortgage insurance companies to provide "adverse action" notices to consumers in the event an application for mortgage insurance is declined or offered at less than the best available rate for the loan program applied for due to information contained in a consumer's credit report. There has been past class action litigation over these FCRA adverse action notices involving the mortgage insurance industry, including court-approved settlements.

The Fair Housing Act generally prohibits discrimination in the terms, conditions or privileges in residential real estate-related transactions on the basis of race, color, religion, sex, familial status or national origin. Numerous courts have held that the Fair Housing Act prohibits discriminatory insurance practices. In addition, both the Department of Justice (the "DOJ") and the CFPB have pursued claims under the Fair Housing Act on a disparate impact theory as well. There has been litigation over the Fair Housing Act involving other mortgage insurers, resulting in some cases in court-approved settlements.

Mortgage Servicing Rules

The CFPB Servicing Rule established servicer requirements for handling loans that are in default, handling escrow accounts, responding to borrower assertions of error, and loss mitigation in the event that a borrower defaults. A provision of the required loss mitigation procedures prohibits a loan holder or servicer from commencing foreclosure until 120 days after the borrower's delinquency. Since 2014, the CFPB has clarified those rules through subsequent rulemakings and provided guidance on how servicers must apply them in certain circumstances, including recent clarifications as a result of COVID-19.

On March 27, 2020, the CARES Act was signed into law. On April 3, 2020, the CFPB, the National Credit Union Administration, the Federal Banking Agencies and the Conference of State Bank Supervisors issued a joint statement to clarify existing flexibility in the mortgage servicing rules that servicers can use to help consumers during the COVID-19 emergency, including those applicable to mortgage forbearance options under the CARES Act. The joint statement addresses flexibility around required notices from servicers and the existing requirements related to continuity of contact and reasonable diligence steps required when the forbearance ends. This guidance could reduce claims and mitigate losses, but may also contribute to delays in foreclosure and have an adverse impact on resolution of claims with respect to the servicing of mortgage loans covered by our insurance policies.

The CARES Act provides financial assistance for businesses and individuals and targeted regulatory relief for financial institutions. Among many other things, for up to 120 days after the termination date of the national emergency concerning COVID-19 declared by the Trump Administration on March 13, 2020 under the National Emergencies Act, the CARES Act required mortgage servicers to provide up to 180 days of forbearance for borrowers with a federally backed mortgage loan who asserted they had experienced a financial hardship related to COVID-19. The forbearance was permitted to be extended for an additional 180 days up to a year in total or shortened at the request of the borrower. On February 25, 2021, the FHFA announced that borrowers with a mortgage backed by the GSEs who are in an active COVID-19 forbearance plan as of February 28, 2021 and have reached a cumulative term of 12 months of forbearance may be granted an extension of up to three months and thereafter one or more forbearance plan term extensions of no more than three months each, provided the plan term does not exceed 18 months of total delinquency or a cumulative term of 18 months, whichever is shorter. At the conclusion of the forbearance term, a borrower may either bring its loan current, defer any missed

payments until the end of their loan, or the loan can be modified through a repayment plan or extension of the mortgage term. The CARES Act also prohibited foreclosures on all federally backed mortgage loans, except for vacant and abandoned properties, for a 60-day period that began on March 18, 2020. Since the introduction of the CARES Act, the GSEs as well as most servicers of non-federally backed mortgage loans have announced that they will be extending similar relief to their respective portfolios of loans. On February 25, 2021, the FHFA announced an extension until June 30, 2021 of the foreclosure moratorium for single-family mortgages that are purchased by Fannie Mae and Freddie Mac, which the CFPB may further extend to December 31, 2021, as described in more detail below. In addition, the CARES Act provides that furnishers of credit reporting information, including servicers, should continue to report a loan as current to credit reporting agencies if the loan is subject to a payment accommodation, such as forbearance, so long as the borrower abides by the terms of the accommodation. Many servicers have updated and improved their reporting to private mortgage insurers for when a loan is covered by forbearance.

In anticipation of the upcoming expiration of the foreclosure moratoriums and forbearances and borrowers exiting forbearance programs after reaching the maximum number of permitted forborne payments, on April 1, 2021, the CFPB issued Compliance Bulletin and Policy Guidance 2021-02 advising mortgage servicers of the risk of a high volume of loans needing loss mitigation. The CFPB further stated that it will be monitoring how servicers engage with borrowers, respond to borrower requests and process applications for loss mitigation. On April 5, 2021, the CFPB promulgated a Notice of Proposed Rulemaking seeking comments on proposed measures to help prevent avoidable foreclosures as the foreclosure protections expire including, among other things, the implementation of a pre-foreclosure review period that would generally prohibit servicers from starting foreclosures on mortgages purchased by the GSEs until after December 31, 2021. The proposed effective date of the rule is August 31, 2021.

Any delays in foreclosure, including foreclosure moratoriums imposed by state and local governments and the GSEs due to COVID-19, could cause our losses to increase as expenses accrue for longer periods or if the value of foreclosed homes further decline during such foreclosure delays. If we experience an increase in claim severity resulting in claim amounts that are higher than expected, our business, results of operations and financial condition could be adversely affected. See “Risk Factors—Risks Relating to Our Business—The COVID-19 pandemic has adversely impacted our business, and its ultimate impact on our business and financial results will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the pandemic, the resurgence of cases of the disease, the reimposition of restrictions designed to curb its spread, the effectiveness and availability of vaccines and other actions taken by governmental authorities in response to the pandemic.”

Regulation of Mortgage Origination

Private mortgage insurers are also indirectly impacted by federal law and regulation affecting mortgage originators and lenders, purchasers of mortgage loans, and governmental insurers. Among the most significant of these laws and regulations are the Dodd- Frank Act QM and the ATR Requirement and the QRM securitization risk retention provisions.

ATR and QM Rules. The Dodd-Frank Act ATR Requirement prohibits a creditor from making a residential mortgage loan unless the creditor makes a reasonable and good faith determination that, at the time the loan is consummated, the consumer has a reasonable ability to repay the loan. In addition, the Dodd-Frank Act created the CFPB, which regulates certain aspects of the offering and provision of consumer financial products or services but not the business of insurance. Certain rules and regulations established by the CFPB require mortgage lenders to demonstrate that they have effectively considered the consumer’s ability to repay a mortgage loan, establish when a mortgage may be classified as a QM and determine when a lender is eligible for a safe harbor as a presumption that the lender has complied with the ability-to-repay requirements. The regulations include the QM Patch for mortgages that comply with certain prohibitions and limitations and meet the GSE underwriting and product guidelines. Mortgages that meet these requirements are deemed to be QMs. The QM Patch permits loans that

exceed a DTI ratio of 43% to be eligible for QM status. Many of the loans that qualify under the QM Patch require credit enhancement, of which private mortgage insurance is the predominate form of coverage. In addition, on December 29, 2020, the CFPB promulgated two final rules amending the QM Rule: (i) the Amended QM Rule and (ii) the Seasoned QM Final Rule. The effective date of both rules was March 1, 2021, with a mandatory compliance date for the Amended QM Rule of July 1, 2021. However, on February 23, 2021, the CFPB published a statement entitled "Statement on Mandatory Compliance Date of General QM Final Rule and Possible Reconsideration of General QM Final Rule and Seasoned QM Final Rule" in which it announced the CFPB was considering rulemaking to reconsider the Amended QM Rule and the Seasoned QM Final Rule and would also propose a rule to delay the July 1, 2021 mandatory compliance date of the Amended QM Rule. On April 27, 2021, the CFPB promulgated a final rule delaying the mandatory compliance date of the Amended QM Rule until October 1, 2022 and noting that the Amended QM Rule and Seasoned QM Final Rule would be reconsidered at a later time. As provided under the final rule, the prior 43% DTI-based QM Rule definition, the new price-based (APOR) definition and the QM Patch will all remain available to lenders for loan applications received prior to October 1, 2022. However, on April 8, 2021, Fannie Mae issued Lender Letter 2021-09 and Freddie Mac issued Bulletin 2021-13 stating that due to the requirements of the PSPAs they would only acquire loans that meet the new price-based (APOR) definition set forth under the Amended QM Rule for applications received on or after July 1, 2021. Accordingly, even though the CFPB has extended the mandatory compliance date of the Amended QM Rule, as a practical matter, many lenders will no longer originate 43% DTI-based QM loans or QM Patch loans for applications received on or after July 1, 2021 if the GSEs continue to maintain this position.

The Dodd-Frank Act separately granted statutory authority to HUD (for FHA-insured loans), the VA (for VA-guaranteed loans), the USDA and RHS to develop their own definitions of a QM in consultation with the CFPB. In December 2013, HUD adopted a separate definition of a QM for loans insured by the FHA. HUD's QM definition is less restrictive than the CFPB QM Rule in certain respects. To the extent that other government agencies guaranteeing residential mortgage loans may adopt definitions of a QM that are more favorable to lenders and mortgage holders than the CFPB QM Rule, our mortgage insurance business could also be negatively impacted.

QRM Rule. The Dodd-Frank Act requires an originator or issuer to retain a specified percentage of the credit risk exposure on securitized mortgages that do not meet the definition of a QRM. As required by the Dodd-Frank Act, in 2015 the Federal Banking Agencies, the FHFA, the SEC and HUD adopted a joint final rule implementing the QRM rules that aligns the definition of a QRM with that of a QM. In December 2019, the Federal Banking Agencies initiated a review of certain provisions of the risk retention rule, including the QRM definition. Among other things, the review allows the Federal Banking Agencies to consider the QRM definition in light of any changes to the QM definition under the QM Rule adopted by the CFPB, which would include the final rule promulgated by the CFPB on December 29, 2020. If the QRM definition is changed in a manner that is unfavorable to us, such as to require a large down payment for a loan to qualify as a QRM, without giving consideration to mortgage insurance in computing LTV ratios, the attractiveness of originating and securitizing loans with lower down payments may be reduced, which may adversely affect the future demand for mortgage insurance. See "Risk Factors—Risks Relating to Our Business—Our business, results of operations and financial condition could be adversely impacted if, and to the extent that, the Consumer Financial Protection Bureau's final rule defining a QM results in a reduction of the size of the origination market or creates incentives to use government mortgage insurance programs."

Basel III

In 1988, the Basel Committee developed Basel I which set out international benchmarks for assessing banks' capital adequacy requirements. In 2005, the Basel Committee issued Basel II, which, among other things, sets forth capital treatment of mortgage insurance purchased and held on balance sheet by banks in respect of their origination and securitization activities. Following the financial crisis of 2008, the Basel Committee issued Basel III that established RBC and leverage capital requirements for most United States banking organizations (although banking organizations with less than $10 billion in

total assets may now choose to comply with an alternative community bank leverage ratio framework established by the Federal Banking Agencies in 2019).

In December 2017, the Basel Committee published the 2017 Basel III Revisions that were generally targeted for implementation by each participating country by January 1, 2022. In March 2020, the Basel Committee revised the target date for implementation to January 1, 2023. Under these revisions to the international framework, banks using the standardized approach to determine their credit risk may consider mortgage insurance in calculating the exposure amount for real estate, but will determine the risk-weight for residential mortgages based on the LTV ratio at loan origination, without consideration of mortgage insurance. Under the standardized approach, after the appropriate risk-weight is determined, the existence of mortgage insurance could be considered, but only if the company issuing the insurance has a lower risk-weight than the underlying exposure. Mortgage insurance issued by private companies would not meet this test. Therefore, under the 2017 Basel III Revisions, mortgage insurance could not mitigate credit and lower the capital charge under the standardized approach. It is possible that the Federal Banking Agencies could determine that their current capital rules are at least as stringent as the 2017 Basel III Revisions, in which case no change would be mandated. However, if the Federal Banking Agencies decide to implement the 2017 Basel III Revisions as specifically drafted by the Basel Committee, mortgage insurance would not lower the LTV ratio of residential loans for capital purposes, and therefore may decrease the demand for mortgage insurance. It remains unclear whether new guidelines will be proposed or finalized in the United States in response to the most recent 2017 Basel III Revisions.

Other Laws and Regulations

Privacy of Consumer Information and Cybersecurity

Federal and state laws and regulations require financial institutions, including insurance companies, to protect, among other things, the security and confidentiality of consumer financial information and to notify consumers about policies and practices relating to the collection and disclosure of consumer information and policies relating to protecting the security and confidentiality of that information, and to notify regulators and consumers in the event of certain data breaches affecting personal information.

Federal and state lawmakers and regulatory bodies may consider additional or more detailed regulations regarding these subjects and the privacy and security of nonpublic personal information, confidential business information, information security systems, and vendors and other third parties that may have access to sensitive data or systems. Furthermore, the issues surrounding data security and the safeguarding of consumers' protected information are under increasing regulatory scrutiny by state and federal regulators, particularly in light of the number and severity of recent United States companies' data breaches. The Federal Trade Commission, the DOJ, the New York State Department of Financial Services ("NYDFS"), the SEC and the NAIC have undertaken various studies, reports and actions regarding privacy and data security for entities under their respective supervision. Some states have recently enacted new privacy and information security requirements and new insurance laws that require certain regulated entities to implement and maintain comprehensive information security programs to safeguard the personal information of insureds and enrollees.

The GLB Act and the FCRA impose privacy and information security requirements on financial institutions, including obligations to protect and safeguard consumers' nonpublic personal information and creditworthiness information, respectively, and limitations on the use and sharing of such information. The GLB Act requires administrative, technical, and physical safeguards to ensure the security, confidentiality, integrity, and the proper disposal of nonpublic personal information, and the FCRA imposes similar information security requirements regarding the protection of creditworthiness information. The FCRA limits an entity's ability to disclose creditworthiness information to affiliates and nonaffiliates unless certain notice requirements are met and the consumer does not elect to prevent or "opt out" of the disclosure, and it limits an entity's ability to use creditworthiness information except for certain authorized purposes. The GLB Act limits a financial institution's disclosure of nonpublic personal information to unaffiliated third

parties unless certain notice requirements are met and the consumer does not elect to prevent or “opt out” of the disclosure. The GLB Act requires that financial institutions provide privacy notices to their customers. With respect to our business, the GLB Act is enforced by the CFPB and state insurance regulators, and the FCRA is enforced by the CFPB. CFPB regulations implement certain sections of the GLB Act regarding privacy and information security, and state insurance regulations also implement certain sections of the GLB Act regarding privacy and information security, including requirements to notify individuals regarding certain data security incidents that affect their nonpublic personal information. Certain states have implemented certain requirements of the GLB Act, including North Carolina through the Consumer and Customer Information Privacy Act.

Many states have enacted privacy and data security laws that impose compliance obligations beyond those imposed by the GLB Act, including obligations to protect sensitive personal information. On July 25, 2019, New York enacted the Stop Hacks and Improve Electronic Data Security Act to increase information security requirements regarding New York residents’ personal information. This law became effective March 21, 2020. All fifty states also require entities to provide notification to affected state residents and, in certain instances, state regulators, such as state attorneys general or state insurance commissions, in the event of certain security breaches affecting personal information, though some of these laws include exemptions for entities regulated by the GLB Act.

The NYDFS published a cybersecurity regulation, which became effective on March 1, 2017, and requires all banks, insurance companies, and other financial services institutions and licensees regulated by the NYDFS, including several of our subsidiaries, to establish a cybersecurity program. The NYDFS cybersecurity regulation includes specific technical safeguards as well as requirements regarding governance, incident planning, training, data management, system testing and regulator notification in the event of certain cybersecurity events. We actively take steps to ensure that we comply with the NYDFS cybersecurity regulation. On February 4, 2021, the NYDFS issued a circular letter announcing its Cyber Insurance Risk Framework, which describes best practices the agency recommends NYDFS-regulated insurers use to manage cyber insurance risk, including rigorously measuring insureds’ cyber risk, educating and incentivizing insureds to adopt cybersecurity measures and training employees to better understand and evaluate cyber risk. The circular letter does not establish new legal standards, but does reflect the NYDFS’s interpretation of existing legal and regulatory requirements. In addition, on March 2, 2021, Virginia enacted the Virginia Consumer Data Protection Act (“VCDPA”) which will become effective on January 1, 2023. The VCDPA borrows heavily from the California Consumer Privacy Act of 2018 (the “CCPA”) and the European Union General Data Protection Regulation, and includes exemptions that may be broader than the CCPA in certain respects, including an exemption for any data or financial institution subject to the GLB Act. State governments, including legislatures in Florida, Oklahoma, New York, and Washington, are also currently working on legislation related to consumer data privacy similar to the CCPA.

In October 2017, the NAIC adopted a new Insurance Data Security Model Law, which establishes model standards for states to adopt regarding data security and notification of data breaches applicable to insurance licensees in states adopting such law, with provisions that are generally consistent with the NYDFS cybersecurity regulation discussed above. As with all NAIC model laws, this Insurance Data Security Model Law must be adopted by a state before becoming law in such state. The Insurance Data Security Model Law has not been adopted by a majority of the states. North Carolina has not adopted a version of the Insurance Data Security Model Law. We anticipate that more states will begin adopting the Insurance Data Security Model Law, sometimes with state-specific modifications, in the near term, although it is not yet an accreditation standard. The NAIC has also adopted a guidance document that sets forth twelve principles for effective insurance regulation of cybersecurity risks based on similar regulatory guidance adopted by the Securities Industry and Financial Markets Association and the “Roadmap for Cybersecurity Consumer Protections,” which describes the protections to which the NAIC believes consumers should be entitled from their insurance companies, agents and other businesses concerning the collection and maintenance of consumers’ personal information, as well as what consumers should expect when such information has been involved in a data breach. We expect

cybersecurity risk management, prioritization and reporting to continue to be an area of significant regulatory focus by such regulatory bodies and self-regulatory organizations.

The CCPA, effective as of January 1, 2020, affords California residents expanded privacy protections and control over the collection, use and sharing of their personal information. The CCPA has been amended, and it is possible it will be amended again by other pending legislative initiatives or by popular referendum. The CCPA requires certain companies doing business in California to disclose to California consumers information regarding the companies' privacy practices and the privacy rights that businesses must offer to California residents to access and delete their personal information. The CCPA's definition of "personal information" is more expansive than those found in other privacy laws in the United States applicable to GMICO. Failure to comply with the CCPA risks regulatory fines, and the CCPA grants a private right of action and statutory damages for an unauthorized access and exfiltration, theft, or disclosure of certain types of personal information resulting from the company's violation of a duty to maintain reasonable security procedures and practices. The CCPA also provides authority to the California Attorney General to seek civil penalties for intentional violations of the CCPA. The California Attorney General began enforcement of the CCPA on July 1, 2020. On June 1, 2020, the California Attorney General filed proposed final regulations for review and approval by California's Office of Administrative Law ("OAL"). On August 14, 2020, the California Attorney General announced that OAL had approved, and provided additional regulations to, the proposed final regulations. Therefore, as of August 14, 2020, the California Attorney General's regulations are finalized and enforceable by the California Attorney General, subject to any legal challenges. On December 10, 2020, the California Attorney General proposed modifications to the regulations that went into effect on August 14, 2020. The abbreviated comment period for these proposed modifications closed on December 28, 2020. Following the closure of the public comment period, the California Attorney General submitted the regulations for approval by the OAL, which granted approval for the modified regulations on March 15, 2021. The CCPA includes a number of limited exceptions, including an exception for data that is collected, processed, sold, or disclosed pursuant to the GLB Act. This exception, however, does not apply to the private cause of action afforded to individuals for information security incidents. The CCPA was amended by popular referendum due to a new ballot initiative, the California Privacy Rights Act ("CPRA"), which was included on the November 2020 ballot in California and approved by California voters. The majority of CPRA provisions will go into effect on January 1, 2023. In the interim, the CPRA will require additional investment in compliance programs and potential modifications to business processes. In particular, the CPRA will create a California data protection agency to enforce the statute and will impose new requirements relating to additional consumer rights, data minimization and other obligations. The CPRA also extends certain exemptions under the CCPA through December 31, 2022. Specifically, the CCPA exempts from its requirements certain information collected in employment or business-to-business contexts.

As noted above, state governments, Congress and agencies may consider and enact additional legislation or promulgate regulations governing privacy, cybersecurity, and data breach reporting requirements. We cannot predict whether such legislation will be enacted, or what impact, if any, such legislation may have on our business practices, results of operations or financial condition.

MANAGEMENT

Executive Officers and Directors

The table below sets forth certain information regarding our directors and executive officers as of the date of this prospectus. The respective age of each individual in the table below is as of May 4, 2021.

Name	Age	Position
Rohit Gupta	46	President, Chief Executive Officer and Director
Michael Derstine	51	Executive Vice President and Chief Risk Officer
Brian Gould	49	Executive Vice President and Chief Operations Officer
Hardin Dean Mitchell	51	Executive Vice President, Chief Financial Officer and Treasurer
Evan Stolove	52	Executive Vice President, General Counsel and Secretary
Dominic Addesso*	67	Chairperson of our board of directors
John D. Fisk*	64	Director
Sheila Hooda*	61	Director
Thomas J. McInerney	64	Director
General Raymond T. Odierno*	66	Director
Robert P. Restrepo Jr.*	70	Director
Daniel J. Sheehan IV	55	Director
Debra W. Still*	68	Director
Westley V. Thompson*	67	Director
Anne G. Waleski*	54	Director

* Currently a director nominee and will be appointed as a director upon consummation of this offering.

Rohit Gupta has served as our President and Chief Executive Officer since March 2013, as one of our directors since March 2013 and as Chairperson of our board of directors from July 2020 to May 2021. Mr. Gupta joined GMICO in 2003 and, prior to serving as our President and Chief Executive Officer, Mr. Gupta held roles of increasing responsibility, including serving as GMICO's Chief Commercial Officer and Senior Vice President of Products, Intelligence and Strategy. Prior to that, Mr. Gupta held both marketing director and senior product manager roles with GE Capital from 2000 to 2003. Mr. Gupta began his career with FedEx Corporation in Strategic Marketing, where he was responsible for competitive intelligence and market analysis supporting FedEx senior management. Mr. Gupta serves on the boards of the Mortgage Bankers Association Residential Board of Governors and the Housing Policy Executive Council. He also served as Chairman and remains a board member of the U.S. Mortgage Insurers trade association and served on the board of Genworth Canada from June 2016 to December 2019. Mr. Gupta received an undergraduate degree in Computer Science & Technology from Indian Institute of Technology and an M.B.A. in Finance from University of Illinois at Urbana Champaign.

We believe Mr. Gupta's qualifications to serve on our board of directors include the depth of his experience in the mortgage insurance industry together with his extensive knowledge of our operations.

Dominic Addesso has served as Non-Executive Chairman of ClearView Risk Holdings LLC since January 2021. Mr. Addesso has served as Non-Executive Chairman of BMS RE and as a director of BMS Group Ltd since 2020. In addition, Mr. Addesso has served as a director of Core Specialty Insurance Holdings, Inc., a private equity-based spill off from StarStone, since December 2020. Mr. Addesso also serves in an executive advisory role with the Amynta Group and its subsidiaries. From May 2009 to December 2019, Mr. Addesso served in various leadership roles with Everest Re Group, Ltd. (NYSE: RE), including as Chief Executive Officer from January 2014 to December 2019. Prior to joining Everest, Mr. Addesso served as Senior Vice President, Financial Products for American Re-Insurance

Company from November 1997 to May 2009. In addition, Mr. Addesso also served in various roles with Selective Insurance Group, Inc. from 1978 to 1997, including as Chief Financial Officer from 1983 to 1993. Mr. Addesso holds a B.A. in Accounting from the University of Notre Dame.

Mr. Addesso does not currently serve on the board of any other public company.

We believe Mr. Addesso is qualified to serve on our board of directors.

Michael Derstine is our Executive Vice President and Chief Risk Officer and is responsible for risk management, pricing, credit policy, quality assurance and actuarial. Mr. Derstine served as our Senior Vice President and Chief Risk Officer from March 2013 to May 2021. Mr. Derstine joined GMICO in January 2013 as Chief Risk Officer. Prior to that time, Mr. Derstine held various positions at Republic Mortgage Insurance Company beginning in May 2002 including: Mortgage Valuation Manager, Pricing Group Manager and Vice President of Risk Management, Quality Assurance, and Analytics. Mr. Derstine began his career with TE Connectivity, a global technology firm, in 1992, where he was a Product Development Design Engineer. Mr. Derstine has a B.S. degree in Mechanical Engineering from Messiah College and an M.B.A from Wake Forest University's Babcock Graduate School of Management.

John D. Fisk has served as a director of AGNC Investment Corp. since 2019. Mr. Fisk retired in March 2019 as the Chief Executive Officer of the FHLBanks Office of Finance, a division of the Federal Home Loan Banks that issues and services all debt securities for the regional Federal Home Loan Banks, supporting borrowings of $1 trillion. Mr. Fisk had previously served as the Deputy Managing Director and Chief Operating Officer of the FHLBanks Office of Finance from 2004 until 2007 when he became the Chief Executive Officer. Prior to joining the FHLBanks Office of Finance, Mr. Fisk was the Executive Vice President of Strategic Planning at MGIC Investment Corporation, one of the nation's largest providers of mortgage insurance, from 2002 until 2004. Mr. Fisk holds an M.B.A. in Finance and Public Management from The Wharton School at the University of Pennsylvania and a B.A. from Yale University.

We believe Mr. Fisk is qualified to serve on our board of directors.

Brian Gould is our Executive Vice President and Chief Operations Officer. Mr. Gould served as our Senior Vice President and Chief Operations Officer from July 2020 to May 2021. He has also served as Senior Vice President of Operations for GMICO since November 2018, where he is responsible for claims, underwriting and analytics. Prior to joining GMICO in November 2018, Mr. Gould served as a consultant for Freddie Mac beginning in January 2018 after spending 18 years with United Guaranty Corporation. Mr. Gould held roles of increasing responsibility at United Guaranty Corporation including Pool Operations Manager, Vice President of Corporate Development and Chief Operating Officer. He began his career at State Farm Insurance Company in 1994 as a Claims Specialist. Mr. Gould received a B.S. degree in Economics from the University of North Carolina – Chapel Hill and an M.B.A. from University of North Carolina – Greensboro. He also holds designations as an Associate in Claims and Chartered Property Casualty Underwriter.

Sheila Hooda is the Chief Executive Officer and President of Alpha Advisory Partners, which she founded in 2013 and advises on strategy, turnaround and transformation, customer centricity and digital business models for companies in the financial and business services sectors. She has served on the board of Mutual of Omaha Insurance Company since March 2016, where she is the chair of its risk committee and member of its evaluation & compensation committee. Ms. Hooda previously served on the board of Virtus Investment Partners from 2016 to 2020, where she was a member of its audit and risk & finance committees. Prior to founding Alpha Advisory Partners in 2013, she served as the global head of strategy and business development in the Financial & Risk division, Investors segment at Thomson Reuters, and earlier as senior managing director in strategy, M&A and corporate development roles at TIAA. Ms. Hooda previously was managing director in the Global Investment Banking Division at Credit Suisse, and prior leadership roles include Bankers Trust, Andersen Consulting and McKinsey & Co. Ms. Hooda holds a B.S. in Mathematics from Savitribai Phule Pune University, a PGDM in management from

Indian Institute of Management, Ahmedabad and an M.B.A. from the University of Chicago Booth School of Business.

Ms. Hooda has served on the boards of directors of (i) ProSight Global, Inc. (NYSE: PROS) since 2019, where she is chair of the nominating & governance committee and member of the audit committee and the human resources committee, (ii) ScION Tech Growth I (Nasdaq: SCOA) since December 2020, where she is the chair of the audit committee, and (iii) ScION Tech Growth II (Nasdaq: SCOB) since December 2020, where she is the chair of the audit committee.

We believe Ms. Hooda is qualified to serve on our board of directors.

Hardin Dean Mitchell is our Executive Vice President, Chief Financial Officer and Treasurer. Mr. Mitchell served as our Senior Vice President, Chief Financial Officer and Treasurer from March 2013 to May 2021 after having served on an acting basis since August 2011. Mr. Mitchell was previously Vice President, Capital Management for GMICO. Mr. Mitchell joined GMICO in June 2004 as a member of the global capital management group. Prior to joining GMICO, Mr. Mitchell served as Treasurer of Reichhold, Inc., a global chemical manufacturer, and served a director of treasury role at Business Telecom, Inc., a privately held telecommunications provider. Mr. Mitchell received a B.S. in Business from Wake Forest University and an M.B.A. from the University of North Carolina – Wilmington.

Thomas J. McInerney has been served as President and Chief Executive Officer and as a director of Genworth Financial, Inc. since January 2013. Before joining Genworth Financial, Inc., Mr. McInerney had served as a Senior Advisor to the Boston Consulting Group from June 2011 to December 2012, providing consulting and advisory services to leading insurance and financial services companies in the United States and Canada. From October 2009 to December 2010, Mr. McInerney was a member of ING Groep's Management Board for Insurance, where he was the Chief Operating Officer of ING's insurance and investment management business worldwide. Prior to that, he served in a variety of senior roles with ING Groep NV after serving in many leadership positions with Aetna, where he began his career as an insurance underwriter in June 1978. Mr. McInerney is also on the boards of the Richmond Performing Arts Alliance and VA Ready. Mr. McInerney is a member of the American Council of Life Insurers and serves, and has served, on its CEO Steering Committees and Board. Mr. McInerney received a B.A. in Economics from Colgate University and an M.B.A. from the Tuck School of Business at Dartmouth College and serves on Tuck's Board of Advisors.

We believe Mr. McInerney is qualified to serve on our board of directors.

General Raymond T. Odierno has served as a Senior Advisor to JPMorgan Chase & Co. and Teneo Holdings LLC, each since 2015. In addition, General Odierno has served on the board of Sunrise Sports and Entertainment, a private company and the parent of the Florida Panthers professional hockey team, since 2017. General Odierno served nearly 40 years in the United States Army, retiring as a four-star general in August 2015. Prior to his retirement, he served as the 38th Chief of Staff of the U.S. Army from September 2011 to August 2015. From October 2010 until August 2011, he was the Commander of the U.S. Joint Forces Command, and from September 2008 to September 2010, he served as the Commanding General, Multi-National Force – Iraq and subsequently as the Commanding General, United States Forces – Iraq. From December 2006 to February 2008, Gen. Odierno served as Commanding General, Multi-National Corps – Iraq (III Corps), and from April 2003 to March 2004, he commanded the 4th Infantry Division during Operation Iraqi Freedom. Over the course of his career, General Odierno commanded military units worldwide at every echelon, from platoon to theater, including deployments in Europe and the Middle East. General Odierno holds a B.S. in Engineering from the U.S. Military Academy West Point, an M.A. in National Security and Strategic Studies from the Naval War College, an M.S. in Nuclear Effects Engineering from North Carolina State University, and is a graduate of the Army War College. He also holds three honorary degrees, a Doctorate in Humane Letters from North Carolina State University, a Doctorate of Laws Honoris Causa from the Institute of World Politics, and a Doctorate of Military Science from Norwich University.

General Odierno has served on the boards of directors of (i) Honeywell International Inc. (NYSE: HON) since February 2020, where he is a member of the corporate governance and responsibility committee and (ii) Oshkosh Corporation (NYSE: OSK) since May 2018, where he is a member of the audit committee and the governance committee.

We believe General Odierno is qualified to serve on our board of directors.

Robert P. Restrepo Jr. retired from State Auto Financial Corporation (Nasdaq: STFC) in 2015, having served as its Chairman from 2006 to December 2015 and as its President and Chief Executive Officer from 2006 to May 2015. From 2005 to 2006, Mr. Restrepo served as Senior Vice President, Insurance Operations of Main Street America Group and was responsible for personal lines, commercial lines, bonds, claims, marketing, information technology and customer service. From 1998 to 2003, Mr. Restrepo was the President and CEO, Property & Casualty of Allmerica Financial. From 1996 to 1998, Mr. Restrepo was the President and CEO, Personal Lines at Travelers Property & Casualty and was responsible for the newly combined personal property and casualty operations of Travelers and Aetna. In 1972, Mr. Restrepo joined Aetna Life & Casualty and held various managerial positions through 1996, including positions in marketing, technology, and field management, and ended as Senior Vice President, Personal Lines. He also previously served as a director of Majesco, Inc. (Nasdaq: MJCO) from August 2015 until September 2020. Mr. Restrepo also currently serves on the board of The Larry H. Miller Group of Companies. Mr. Restrepo received a B.A. in English from Yale University.

Mr. Restrepo has served on the boards of directors of (i) Genworth Financial, Inc. (NYSE: GNW) since December 2016, where he is the chair of the audit committee and a member of the compensation committee, and (ii) RLI Corp. (NYSE: RLI) since July 2016, where he is a member of the human capital & compensation committee and the strategy committee.

We believe Mr. Restrepo is qualified to serve on our board of directors.

Daniel J. Sheehan IV has served as Chief Investment Officer of Genworth Financial, Inc. since April 2012. In August 2020, he was appointed as Genworth Financial, Inc.'s Executive Vice President and Chief Financial Officer while maintaining his title as Chief Investment Officer. From January 2009 to April 2012, he served as Genworth Financial Inc.'s Vice President with responsibilities that included oversight of insurance investment portfolios. Prior to that, he served as Genworth Financial Inc.'s Senior Vice President—Chief Investment Officer since April 2012. From January 2008 through December 2008, Mr. Sheehan had management responsibilities of Genworth Financial, Inc.'s portfolio management team, including fixed-income trading. From December 1997 through December 2007, Mr. Sheehan served in various capacities with Genworth Financial, Inc. and/or its predecessor including roles with oversight responsibilities for the investments real estate team, as risk manager of the insurance portfolios and as risk manager of the portfolio management team. Prior to joining our Company, Mr. Sheehan had been with Sun Life of Canada from 1993 to 1997 as a Property Investment Officer in the Real Estate Investments group. Prior thereto, he was with Massachusetts Laborers Benefit Fund from 1987 to 1993, as an auditor and auditing supervisor. Mr. Sheehan graduated from Harvard University with a B.A. in Economics and later received an MBA in Finance from Babson College.

We believe Mr. Sheehan is qualified to serve on our board of directors.

Debra W. Still has served as President and Chief Executive Officer of Pulte Financial Services since 2010, which includes the mortgage lending, title and insurance operations of PulteGroup, Inc. (NYSE: PHM), one of the nation's largest homebuilders. In addition to Pulte Financial Services, Ms. Still is also President of, and a member of the board of managers of, Pulte Mortgage, LLC, a nationwide lender headquartered in Englewood, Colorado. Ms. Still served as the 2013 Chairman of the Mortgage Bankers Association and is currently a member of the association's board of directors. Ms. Still began her career with Pulte Mortgage, LLC in 1983 where she served in various executive capacities, including Chief Operating Officer, prior to being named President in 2004. Ms. Still is a graduate of Ithaca College,

Ithaca, N.Y., with a B.S. degree and has completed graduate work in Finance at George Washington University.

Ms. Still has served on the board of directors of Chimera Investment Corporation (NYSE: CIM) since March 2018, where she is a member of the compensation committee and is chair of the nominating and corporate governance committee.

We believe Ms. Still is qualified to serve on our board of directors.

Evan Stolove is our Executive Vice President, General Counsel and Secretary and is responsible for legal, compliance, privacy, state government affairs and GSE relations functions. Mr. Stolove served as our Senior Vice President, General Counsel and Secretary from July 2017 to May 2021. Prior to that time, Mr. Stolove served as Senior Vice President, General Counsel and Secretary for GMICO since August 2016. Prior to joining GMICO, Mr. Stolove served as Vice President and Deputy General Counsel from July 2011 to July 2016, and Associate General Counsel from September 2004 to June 2011, at Fannie Mae. From September 1996 to August 2004, Mr. Stolove was in private practice with the law firm of Arent Fox PLLC in its commercial litigation practice. Prior to that, he clerked for judges at the U.S. District Court for the District of Maryland and the Maryland Court of Appeals. Mr. Stolove received his undergraduate degree in Religious Studies and Psychology from the University of Michigan and a J.D. with honors from the University of Maryland School of Law.

Westley V. Thompson has served as President and Chief Executive Officer of M Financial Group and as a member of the M Financial Holdings Incorporated board of directors since 2017. Prior to joining M Financial Group, Mr. Thompson served as Chief Executive Officer of Emerge.me, LLC, an insurtech company that he founded in 2015. In addition, Mr. Thompson served on the board of Majesco, Inc. (Nasdaq: MJCO) from September 2016 until April 2018. From October 2008 until April 2014, Mr. Thompson served as President of Sun Life Financial U.S. Prior to joining Sun Life, Mr. Thompson held executive roles at Lincoln Financial Group from January 1998 to September 2008 and at CIGNA Individual Insurance from April 1994 to December 1997. Mr. Thompson holds a B.A. from Brown University.

Mr. Thompson does not currently serve on the board of any other public company.

We believe Mr. Thompson is qualified to serve on our board of directors.

Anne G. Waleski previously served as Executive Vice President of Markel Corporation, a global holding company for insurance, reinsurance, and investment operations around the world, from 2018 until June 2019. Ms. Waleski served as Chief Financial Officer and Executive Vice President of Markel Corporation from 2010 until 2018, Treasurer of Markel from 2003 to 2010, and held various other finance positions at Markel Corporation from 1993 to 2003. Ms. Waleski holds a bachelor’s degree in Economics from The College of William & Mary and has an M.B.A. from the University of Richmond.

Ms. Waleski has served on the boards of directors of (i) ProSight Global, Inc. (NYSE: PROS) since 2020, where she is a member of the audit committee, and (ii) Tredegar Corporation (NYSE: TG) since 2018, where she is a member of the audit committee and the executive compensation committee.

We believe Ms. Waleski is qualified to serve on our board of directors.

Family Relationships

There are no family relationships among any of our directors or executive officers.

Board of Directors

Our board of directors is responsible for the oversight and management of our company. We believe our board of directors should be composed of a diverse group of individuals with sophistication and experience in many substantive areas that impact our business. We believe experience, qualifications

and skills in the following areas are most important: insurance industry, particularly in mortgage insurance; accounting, finance and capital structure; strategic planning and leadership; legal/regulatory and government affairs; talent management; and board experience at other corporations. We believe that all our board members possess the professional and personal qualifications necessary for service on our board.

Our board of directors currently consists of six members. Upon consummation of this offering, our board of directors will consist of eleven members: Messrs. Gupta, Addesso, Fisk, McInerney, Odierno, Restrepo, Sheehan and Thompson and Mses. Hooda, Still and Waleski. Each director is to hold office until his or her successor is duly elected and qualified or until his or her earlier death, resignation or removal. At any meeting of our board of directors, except as otherwise required by law, a majority of the total number of directors then in office will constitute a quorum for all purposes. Our board of directors has determined that each of Messrs. Addesso, Fisk, Odierno, Restrepo, and Thompson and Mses. Hooda, Still and Waleski is "independent" as that term is defined under the listing requirements and rules of the Nasdaq. Upon consummation of this offering, we intend for our board of directors to consist of a majority of independent directors.

Controlled Company

Upon the consummation of this offering, our Parent will continue to beneficially own at least 80% of our common stock. Accordingly, we will be a "controlled company" within the meaning of Nasdaq corporate governance standards. Under Nasdaq rules, a "controlled company" may elect not to comply with certain Nasdaq corporate governance standards, including:

- the requirement that a majority of the members of our board of directors consist of independent directors;
- the requirement that our compensation committee be comprised entirely of independent directors; and
- the requirement that our nominating and corporate governance committee be comprised entirely of independent directors.

After this offering, we will take advantage of certain of these exemptions. We do not intend to rely on the exemptions to the requirements that a majority of our directors be independent and our nominating and corporate governance committee be comprised of entirely independent directors. Upon consummation of this offering, we intend for our board of directors to consist of a majority of independent directors and our nominating and corporate governance committee to be comprised of entirely independent directors. We, however, intend to elect not to comply with the other requirement set forth above that the compensation committee be comprised entirely of independent directors. Accordingly, you may not have the same protections afforded to stockholders of companies that are subject to all Nasdaq corporate governance rules and requirements.

Board Committees and Corporate Governance

Our board of directors has the authority to appoint committees to perform certain management and administration functions in accordance with the terms of the Master Agreement. See "Certain Relationships and Related Party Transactions—Relationship with Our Parent—Master Agreement." Upon the consummation of this offering, we currently expect our board of directors will have five standing committees:

- the independent capital committee;
- the audit committee;
- the compensation committee;

- the nominating and corporate governance committee; and
- the risk committee.

Independent Capital Committee

Our independent capital committee's mandate is intended to address conditions imposed by the GSEs on our insurance company subsidiaries or otherwise agreed to with the GSEs. We will maintain an independent capital committee for so long as (i) our Parent (or its successor) owns 50% or more of the voting power of our issued and outstanding capital stock entitled to vote in the election of directors and (ii) there are minority public stockholders in our capital structure.

The purpose of our independent capital committee is to provide independent oversight of the following specified actions by us (the "Specified Actions"):

- debt or equity securities issuances into the capital markets and credit facility or similar debt financings by us or any of our subsidiaries;
- declaration by our board of directors of a dividend or distribution by us to our stockholders in respect of, or repurchases by us of, our capital stock; and
- capital contributions by us to any of our subsidiaries other than GMICO.

Before a proposed Specified Action is submitted to our board of directors for a vote, we must obtain the prior approval of our independent capital committee. In effect, we cannot implement a Specified Action without our independent capital committee's prior approval and our independent capital committee has the power to veto any proposed Specified Action.

Upon the consummation of this offering, our independent capital committee will consist of Dominic Addesso, John Fisk and Debra Still, with Debra Still serving as the chairperson. Each member of our independent capital committee is required to be, and our board of directors has determined each member is, an independent director under Nasdaq corporate governance standards and the independence requirements of Rule 10A-3 under the Exchange Act.

Our independent capital committee will operate under a written charter, which will be effective prior to the completion of this offering and available on our website at the completion of this offering.

Audit Committee

Upon the consummation of this offering, our audit committee will consist of Sheila Hooda, Robert Restrepo and Anne Waleski, with Anne Waleski serving as the chairperson. Our board of directors has determined that each member of our audit committee qualifies as an independent director under Nasdaq corporate governance standards and the independence requirements of Rule 10A-3 under the Exchange Act. Our board of directors has also determined that each member of our audit committee is financially literate, and is an "audit committee financial expert" as such term is defined in Item 407(d)(5) of Regulation S-K. The audit committee will assist our board of directors in fulfilling its oversight responsibilities relating to:

- overseeing our corporate accounting and financial reporting processes and our internal controls over financial reporting;
- evaluating the independent public accounting firm's qualifications, independence and performance;
- approving the terms of the independent public accounting firm's engagement, including its compensation;

- pre-approving audit and permitted non-audit and tax services to be provided to us by the independent public accounting firm;
- reviewing our financial statements;
- reviewing our critical accounting policies and estimates and internal controls over financial reporting;
- establishing procedures for and periodically reviewing complaints received by us regarding accounting, internal accounting controls or auditing matters, including for the confidential anonymous submission of concerns by our employees;
- discussing with management and the independent registered public accounting firm the results of the annual audit, the reviews of our quarterly financial statements, earnings releases and financial information and earnings guidance provided to analysts and rating agencies;
- discussing with management and our independent registered public accounting firm any audit problems or difficulties and management's response;
- obtaining and reviewing formal written reports from the independent registered public accounting firm regarding its internal quality-control procedures;
- reviewing and investigating any matters pertaining to the integrity of management, including conflicts of interest, or adherence to standards of business conduct;
- establishing procedures for the hiring of employees or former employees of our independent registered public accounting firm;
- reviewing and approving any transaction between us and any related person (as defined by the Securities Act) in accordance with the Company's related party transaction approval policy; and
- such other matters that are specifically designated to the audit committee by our board of directors from time to time.

Our audit committee will operate under a written charter, which will be effective prior to the completion of this offering and available on our website at the completion of this offering, that satisfies Nasdaq listing standards.

Compensation Committee

Upon the consummation of this offering, our compensation committee will consist of General Raymond Odierno, Thomas McInerney and Debra Still, with General Raymond Odierno serving as the chairperson. Because we will be a controlled company for purposes of Nasdaq listing requirements, we have elected to take advantage of exemption from the requirement that would otherwise require our compensation committee to be comprised entirely of independent directors. Our board of directors has determined that General Raymond Odierno and Debra Still of our compensation committee are independent under Nasdaq listing standards and are "non-employee directors" as defined in Rule 16b-3 under the Exchange Act.

Specific responsibilities of our compensation committee will include:

- reviewing and recommending policies relating to compensation and benefits of our officers and employees, including reviewing and approving corporate goals and objectives relevant to compensation of our chief executive officer and other senior officers;
- evaluating the performance of our chief executive officer and other senior officers in light of those goals and objectives;

- setting compensation of our chief executive officer and other senior officers based on such evaluations;
- reviewing and approving our options and other awards under our equity-based incentive plans;
- administering the issuance of options and other awards under our equity-based incentive plans;
- reviewing and approving, for our chief executive officer and other senior officers, employment agreements, severance agreements, consulting agreements and change in control or termination agreements;
- reviewing annually director compensation and benefits;
- assessing the structure and composition of the leadership of the company;
- overseeing risks relating to our compensation programs;
- determining whether the work of any compensation consultant who had a role in determining or recommending the amount or form of executive or director compensation raised any conflict of interest; and
- such other matters that are specifically designated to the compensation committee by our board of directors from time to time.

Notwithstanding the foregoing, until such time as our compensation committee is comprised solely of independent directors who qualify as "non-employee directors" as defined in Rule 16b-3 under the Exchange Act, our board of directors will retain the authority to review, approve and administer options and other equity-based awards under our equity-based incentive plans that are granted to our officers who are subject to the reporting obligations of Section 16 of the Exchange Act and to members of our board of directors.

Our compensation committee will operate under a written charter, which will be effective prior to the completion of this offering and available on our website at the completion of this offering, that satisfies Nasdaq listing standards.

Nominating and Corporate Governance Committee

Upon the consummation of this offering, our nominating and corporate governance committee will consist of Sheila Hooda, Robert P. Restrepo and Anne Waleski, with Sheila Hooda serving as the chairperson. Our board of directors has determined that each member of our nominating and corporate governance committee is independent under Nasdaq listing standards. Specific responsibilities of our nominating and corporate governance committee will include:

- identifying individuals qualified to become members of our board of directors, consistent with criteria approved by our board of directors;
- recommending to our board of directors the nominees for election to our board of directors at annual meetings of our stockholders;
- overseeing an evaluation of our board of directors and its committees; and
- developing and recommending to our board of directors a set of corporate governance guidelines.

Our nominating and corporate governance committee will operate under a written charter, which will be effective prior to the completion of this offering and available on our website at the completion of this offering, that satisfies Nasdaq listing standards.

Risk Committee

Upon the consummation of this offering, our risk committee will consist of John Fisk, General Raymond Odierno and Daniel Sheehan, with John Fisk serving as the chairperson. Our board of directors has determined that General Raymond Odierno and John Fisk of our risk committee are independent under Nasdaq listing standards. Specific responsibilities of our risk committee will include:

- assisting our board of directors with the oversight of our key risks, including those associated with our insurance business and investment portfolios, including credit, market, insurance, housing, operational, model, information technology and any other risk that poses a material threat to the viability of our company; and
- reviewing our investment guidelines.

Our risk committee will operate under a written charter, which will be effective prior to the completion of this offering and available on our website at the completion of this offering.

Code of Business Conduct and Ethics

Prior to or concurrently with the completion of this offering, our board of directors will adopt our Parent's code of business conduct and ethics that applies to our directors, officers and employees and complies with the requirements of applicable rules and regulations of the SEC and Nasdaq. Upon the effectiveness of the registration statement of which this prospectus forms a part, our code of business conduct and ethics will be available on the investors section of our corporate website. We intend to disclose future amendments to our code of business conduct and ethics, or any waivers of such code, on our website or in public filings.

Director Compensation

During the year ended December 31, 2020, none of our directors received or retained equity awards with respect to service on our board of directors. We will have a policy of reimbursing all of our non-employee directors for their reasonable out-of-pocket expenses in connection with attending our board of directors and committee meetings.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee and none of our executive officers has had a relationship that would constitute an interlocking relationship with executive officers or directors of another entity or insider participating in compensation decisions.

Director Nomination Rights

See "Certain Relationships and Related Party Transactions—Relationship with Our Parent—Master Agreement," which is incorporated by reference herein.

Approval Rights

See "Certain Relationships and Related Party Transactions—Relationship with Our Parent—Master Agreement," which is incorporated by reference herein.

COMPENSATION OF EXECUTIVE OFFICERS AND DIRECTORS

The following is a summary of the compensation arrangements of our named executive officers. As an "emerging growth company" as defined in the JOBS Act, we are not required to include a Compensation Discussion and Analysis section and have elected to comply with the scaled disclosure requirements applicable to emerging growth companies. For 2020, our named executive officers are:

- Rohit Gupta, President and Chief Executive Officer;
- Hardin Dean Mitchell, Executive Vice President, Chief Financial Officer and Treasurer; and
- Evan Stolove, Executive Vice President, General Counsel and Secretary.

We currently operate as a business unit of our Parent and, immediately following this offering, will continue to operate as a majority-owned subsidiary of our Parent. During 2020, our named executive officers participated in our Parent's compensation and benefit plans. As a result, this section discusses our Parent's compensation and benefit plans as they applied to our named executive officers.

Following the completion of this offering, our Compensation Committee will oversee our compensation plans, policies and programs for our named executive officers, and may choose to implement compensation plans, policies and programs for our named executive officers that are different from those described in this section.

Overview

Our Parent's compensation and benefit plans are designed to attract, retain and motivate employees of superior ability who are dedicated to the long-term interests of our Parent's stockholders. Our Parent's 2020 annual executive compensation program consisted of the following key elements: base salary; annual cash bonuses; and annual long-term incentive grants in the form of performance stock units ("PSUs"), time-vested restricted stock units ("RSUs") and/or time-vested deferred cash awards ("Deferred Cash"). In addition, our Parent provides certain retirement benefits and perquisites, as described in greater detail below.

Compensation of Our Named Executive Officers

Base Salary

Base salaries are generally intended to reflect the scope of an executive officer's responsibilities and level of experience, recognize sustained performance over time and be market competitive. Please see the "Salary" column in the 2020 Summary Compensation Table for the base salary amounts provided by our Parent to each of our named executive officers in 2020.

Annual Cash Bonuses

Our Parent's annual incentive program is designed to reward participants for performance against pre-established financial objectives and the achievement of operational objectives and other accomplishments linked to strategic priorities that are not necessarily reflected in our Parent's annual financial results. Each participant in the annual incentive program has an annual incentive target, expressed as a percentage of base salary. The 2020 target annual incentive opportunities for our named executive officers ranged from 40% to 125% of base salary.

Our Parent sets performance targets for the annual incentive program that are designed to be aligned with the achievement of our Parent's annual business operating plan, with above target payouts for exceeding the plan and below target or no payouts for not meeting the plan. When establishing the annual business operating plan, our Parent considers many factors and assumptions, including the competitive landscape, the global economic environment, market trends, interest rates, and regulatory considerations. For 2020, the applicable financial objectives for the EHI business included net operating

income and operating return on equity, each of which were identified as key drivers of our Parent's business operating plan. For 2020, the EHI business operational objectives and strategic priorities included loss management, capital management and liquidity initiatives, and risk mitigation and pricing sensitivity, each of which were designed to have an impact on our Parent's financial performance and stockholder value.

In determining the actual payouts under the annual incentive program, our Parent assesses overall performance results against the applicable financial objectives, operational objectives and strategic priorities, and also considers the performance of each participant in their respective area of responsibility. Based on EHI's 2020 performance against the applicable financial objectives, operational objectives and strategic priorities, and after considering each participant's individual performance and accomplishments in their functional area of responsibility, our Parent provided our named executive officers with individual annual incentive payouts based on their target bonus opportunities. Please see the "Non-Equity Incentive Compensation" column in the 2020 Summary Compensation Table for the amount of the annual incentives paid to each of our named executive officers for 2020.

Long-Term Incentives

Our Parent believes that a significant component of annual compensation opportunities for executive officers should be in the form of long-term incentives, including annual long-term equity and deferred cash awards. For 2020, our CEO received long-term incentives in the form of PSUs and RSUs, and our other named executive officers received long-term incentives in the form of Deferred Cash awards.

Performance Stock Units

PSUs granted to our CEO in 2020 vest based on the achievement of performance goals relating to certain financial metrics that are key drivers of our Parent's multi-year business operating plan, a significant component of which is the EHI business' adjusted operating income, measured over one cumulative three-year performance measurement period. No payout is earned for performance below the threshold performance level for a given performance measurement period, while performance at the threshold performance level would result in 50% of the target PSUs vesting, and performance at the maximum performance level would result in 200% of the target PSUs vesting. PSUs are generally forfeited upon termination of employment prior to vesting, except for certain qualifying terminations, as described in greater detail below under "*Potential Payments Upon Termination or Change in Control.*" Please see the "Stock Awards" column in the 2020 Summary Compensation Table for the grant date fair value of the PSUs granted to our CEO in 2020.

Restricted Stock Units

RSUs granted to our CEO in 2020 vest in three equal installments on each of the first three anniversaries of the grant date, subject to the participant's continued employment through the applicable vesting date. RSUs are generally forfeited upon a termination of employment prior to vesting, except for certain qualifying terminations, as described in greater detail below under "*Potential Payment Upon Termination or Change in Control.*" Please see the "Stock Awards" column in the 2020 Summary Compensation Table for the grant date fair value of the RSUs granted to our CEO in 2020.

Cash-Based Awards

Deferred Cash awards granted to our named executive officers other than our CEO in 2020 vest in three equal installments on each of the first three anniversaries of the grant date, subject to the participant's continued employment through the applicable vesting date. Deferred Cash awards are generally forfeited upon a termination of employment prior to vesting, except for certain qualifying terminations, as described in greater detail below under "*Potential Payment Upon Termination or Change in Control.*" Pursuant to the SEC's disclosure rules, payouts with respect to the Deferred Cash awards granted to our named executive officers other than our CEO in 2020 will be reported in the "Bonus"

column in the Summary Compensation Table for the year in which such awards are paid out, as opposed to the year of grant.

In addition to the Deferred Cash awards granted to them in 2020, Messrs. Mitchell and Stolove received payouts in 2020 of Deferred Cash awards granted in prior years that became vested in 2020 based on continued service through the applicable vesting date in the amounts of $101,666 and $80,333, respectively. These awards became payable 100% on March 15, 2020, subject to their continued employment on such date. Please see the “Bonus” column in the 2020 Summary Compensation Table for the amount of such payouts to our named executive officers other than our CEO in 2020.

In addition, our CEO received a payout in early 2021 of performance-based cash awards originally granted to him in 2018 that became vested based upon the achievement of performance goals relating to the three year period beginning on January 1, 2018 and ending on December 31, 2020. These awards became payable based on our Parent’s achievement of performance goals relating to our Parent’s adjusted operating income, measured over three discrete performance measurement periods corresponding to each calendar year in the performance period and his continued service through such date. In early 2021, performance under each measurement period was independently weighted and the results for each performance measurement period were multiplied by the applicable weightings and then added together to determine the total payout. Please see the “Non-Equity Incentive Compensation” column in the 2020 Summary Compensation Table for the amount of such payout to our CEO with respect to the performance period ending in 2020.

Management Awards

Messrs. Mitchell and Stolove received payouts in 2020 of cash-based management awards granted in 2020 in the amounts of $20,000 and $15,000, respectively. These awards became payable 100% on September 2, 2020, subject to the named executive officer’s continued employment on such date. Please see the “Bonus” column in the 2020 Summary Compensation Table for the amount of such payouts to our named executive officers in 2020.

Retirement Benefits

401(k) Plan

Our Parent maintains a qualified 401(k) savings plan which allows participants, including our named executive officers, to defer up to 50% of eligible pay, subject to certain Internal Revenue Service limits. Our Parent matches 100% of participant contributions up to the first 4% of eligible pay a participant defers, and 50% of participant contributions on the next 2% of eligible pay. Participants are always vested in their contributions to the plan and are vested in company matching contributions after two years of service. Our Parent’s qualified 401(k) savings plan also includes a Retirement Account Feature for all eligible employees, including our named executive officers, based on a schedule of completed years of service and age, pursuant to which our Parent automatically contributes a percentage of their annual pay to an individual account on their behalf even if they do not otherwise participate in the 401(k) savings plan. The majority of our Parent’s employees receive 3% or 4% of eligible pay through this feature and are vested after three years of service.

Restoration Plan

Our Parent maintains the Retirement and Savings Restoration Plan (the “Restoration Plan”), a non-qualified defined contribution plan, which provides eligible executives, including our named executive officers, with benefits generally equal to any matching contributions that they are precluded from receiving under the 401(k) savings plan as a result of Internal Revenue Service limits. Participants become vested with respect to the matching contributions under the Restoration Plan as of the earlier of reaching age 60 or attaining three years of service.

Pension Benefits

Our Parent maintains the SERP, which is a non-qualified defined benefit plan maintained to provide eligible executives, including our CEO, with additional retirement benefits. The annual SERP benefit is a life annuity equal to a fixed percentage multiplied by the participant's years of benefit service and the participant's average annual compensation (based on the highest consecutive 36-month period within the last 120-month period prior to separation from service), with the result not to exceed 40% of the participant's average annual compensation. The SERP benefit is then reduced by the value of the participant's account balance under the Retirement Account Feature of the 401(k) savings plan, as converted to an annual annuity.

Each participant in the SERP will partially vest with regard to their benefit when they reach age 55 and have earned five years of service based on a scale ranging from 50% at age 55 and increasing by 10% each year until the participant reaches full vesting at age 60. If a participant resigns before vesting, then his or her SERP benefit will be forfeited. Benefit payments under the SERP will begin following a participant's qualifying separation from service, but not earlier than age 60.

All future SERP benefit accruals were frozen as of December 31, 2020. In addition, existing SERP participants (including our CEO) were offered an opportunity to make an irrevocable, one-time election before the end of 2015 to freeze their SERP benefit accruals early, effective December 31, 2015, and begin receiving restoration benefits under the Restoration Plan as of January 1, 2016. Our CEO made this election.

Other Benefits and Perquisites

Our Parent provides our named executive officers with an individually-owned universal life insurance policy, which is available to all of our Parent's U.S.-based executives. In addition, our CEO has the opportunity to receive an annual physical examination. Our Parent also provides a limited number of other perquisites intended to keep executives, including our named executive officers, focused on company business with minimal distraction, including the opportunity to receive financial planning and tax preparation assistance.

2020 Summary Compensation Table

The following table shows information regarding the compensation of our named executive officers for services performed in the year ended December 31, 2020.

Name and Principal Position	Year	Salary ($)[1]	Bonus ($)[2]	Stock Awards ($)[3]	Non-Equity Incentive Plan Compensation ($)[4]	All Other Compensation ($)[5]	Total [$]
Rohit Gupta, *President & Chief Executive Officer*	2020	$ 600,000	—	$ 879,362	$ 2,378,733	$ 196,270	$ 4,054,365
Hardin Dean Mitchell, *EVP, Chief Financial Officer & Treasurer*	2020	$ 323,539	$ 121,666	—	$ 292,000	$ 64,001	$ 801,206
Evan Stolove, *EVP, General Counsel & Secretary*	2020	$ 309,885	$ 95,333	—	$ 215,000	$ 44,474	$ 664,692

(1) Amounts reported in this column reflect the base salaries earned during the year.

(2) Amounts reported in this column reflect (i) the value of management awards earned and paid in 2020 and (ii) the value received in 2020 upon the vesting of Deferred Cash awards originally granted in prior years, in each case in the following amounts:

Name	Management Awards ($)	Deferred Cash Awards ($)	Total ($)
Rohit Gupta	$—	$—	$—
Hardin Dean Mitchell	$20,000	$101,666	$121,666
Evan Stolove	$15,000	$80,333	$95,333

(3) Amounts reported in this column reflect the aggregate grant date fair value of the RSUs ($473,193) and PSUs ($406,168) awarded to our CEO during 2020, determined in accordance with FASB ASC Topic 718. The grant date fair value for the RSUs is based on the stock price of a share of our Parent's common stock on the date of grant. The grant date fair value of the PSUs is based on the stock price of a share of our Parent's common stock on the date of grant and the probable achievement level of the performance goals at the time of grant. Assuming achievement of the PSU performance conditions at the highest level (rather than at the deemed probable attainment level reflected in the table), the aggregate grant date fair value of the 2020 PSUs granted to our CEO would be $812,337.

(4) Amounts reported in this column reflect (i) bonus payouts under our annual incentive program based on performance in 2020 and (ii) the vesting of performance-based cash awards granted in 2018 that were earned based on performance and continued service during the three-year performance period ending in 2020, in each case in the following amounts:

Name	Annual Incentive Program ($)	Performance-Based Cash Awards ($)	Total ($)
Rohit Gupta	$1,400,000	$978,733	$2,378,733
Hardin Dean Mitchell	$292,000	—	$292,000
Evan Stolove	$215,000	—	$215,000

(5) Amounts reported in this column include company contributions to our Parent's retirement plans, financial counseling and/or tax preparation fees, company-paid life insurance premiums and other minor company-sponsored benefits (including an annual physical examination for our CEO).

Outstanding Equity Awards at 2020 Fiscal Year-End

The following table presents information regarding the outstanding Parent equity awards held by our CEO as of December 31, 2020. As of December 31, 2020, none of our named executive officers held outstanding EHI equity awards.

	OPTION AWARDS			STOCK AWARDS			
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)[1]	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)[1]
Rohit Gupta	24,000[2]	$15.23	2/20/24	134,049[3]	$506,705	134,049[5]	$506,705
	26,400[2]	$9.06	2/15/23	90,091[4]	$340,544	135,136[6]	$510,814
	27,600[2]	$8.88	2/14/22	—	—	—	—
	18,000[2]	$12.75	2/9/21	—	—	—	—
	12,300[2]	$15.23	2/20/24	—	—	—	—
Hardin Dean Mitchell	15,500[2]	$9.06	2/15/23	—	—	—	—
	11,000[2]	$8.88	2/14/22	—	—	—	—

(1) Based on the $3.78 closing share price of Parent's common stock on December 31, 2020.
(2) Represents fully-vested stock appreciation rights (SARs).
(3) RSUs vest one-third on 4/7/2021, 4/7/2022 and 4/7/2023, subject to the CEO's continued employment through the applicable vesting date.
(4) RSUs vest 50% on 5/16/2021 and 5/16/2022, subject to the CEO's continued employment through the applicable vesting date.
(5) 2020-2022 PSUs may be earned and become vested based on the level of achievement of certain pre-established performance goals relating to our Parent and continued service over the performance period ending on December 31, 2022. Amounts reported here reflect target levels of achievement of the performance goals pursuant to applicable SEC reporting requirements.
(6) 2019-2021 PSUs may be earned and become vested based on the level of achievement of certain pre-established performance goals relating to our Parent and continued service over the performance period ending on December 31, 2021. Amounts reported here reflect target levels of achievement of the performance goals pursuant to applicable SEC reporting requirements.

Potential Payments Upon Termination or Change in Control

Our Parent maintains an executive severance plan (the "Key Employee Severance Plan") in which Mr. Gupta is eligible to participate, and has entered into individual severance agreements with each of Messrs. Mitchell and Stolove, in order to provide retentive severance benefits if their employment is terminated under certain circumstances and to align with the severance benefits commonly provided in our market for competing executive talent. In addition, Mr. Gupta is eligible to receive change in control severance benefits under our Parent's 2014 Change of Control Plan (the "2014 Change of Control Plan").

Key Employee Severance Plan

The Key Employee Severance Plan provides the following benefits to Mr. Gupta in the event of a qualifying termination of employment, which includes a termination by our Parent without “cause” or by our CEO for “good reason” (as such terms are defined in the Key Employee Severance Plan):

- *Severance payment:* a lump sum cash payment equal to one times the sum of the participant’s base salary plus target annual incentive;
- *Pro rata annual incentive award:* a pro-rated annual bonus for the year in which the qualifying termination occurs, paid in a lump sum at the time annual bonuses are normally paid based on actual performance results for the year of termination; and
- *Benefits payment:* a lump sum cash payment equal to the monthly cost of the employer-paid portion of the cost to provide the group medical, dental, vision, and/or prescription drug plan benefits that the participant had been receiving before the termination, multiplied by 12.

In addition, under the terms of the applicable award agreements, upon a termination due to a layoff, the portion of the RSUs held by our CEO that are scheduled to vest on the next designated vesting date will remain outstanding and will be settled as scheduled on the next designated vesting date, and any other remaining unvested portion of the RSUs will be forfeited. Upon death or disability, any unvested RSUs will immediately vest in full. Under the terms of the applicable award agreements, upon a termination due to a layoff or death or disability, any unvested PSUs will remain outstanding and will be earned, if at all, based on actual performance through the end of the performance period, prorated to reflect the portion of the performance period that had elapsed prior to the date of termination. Upon death or disability, any unvested performance-based cash awards will remain outstanding and will be earned, if at all, based on actual performance through the end of the performance period, prorated to reflect the portion of the performance period that had elapsed prior to the date of termination.

Individual Severance Agreements

The individual severance agreements with each of Messrs. Mitchell and Stolove provide the following benefits in the event of a qualifying termination of employment (as described below) prior to December 31, 2021:

- *Severance payment:* a lump sum cash payment equal to one times the sum of the participant’s base salary plus target annual incentive;
- *Pro rata annual incentive award*: a pro-rated annual bonus for the year in which the qualifying termination occurs, paid in a lump sum at the time annual bonuses are normally paid based on actual performance results for the year of termination; and
- *Benefits payment*: for Mr. Mitchell only, a lump sum cash payment equal to the monthly cost of the employer-paid portion of the cost to provide the group medical, dental, vision, and/or prescription drug plan benefits that the participant had been receiving before the termination, multiplied by 6.

For purposes of the individual severance agreements, a qualifying termination means there is a layoff and (i) the executive’s employment is terminated, (ii) his base salary is reduced by more than 20% (in the case of Mr. Mitchell, his combined base salary and target annual incentive is reduced by more than 15%) or (iii) his principal work location is relocated by more than 50 miles.

In addition, under the terms of the applicable award agreements, upon a termination due to a layoff, the portion of the Deferred Cash awards held by Messrs. Mitchell and Stolove that are scheduled to vest on the next designated vesting date will remain outstanding and will be paid as scheduled on the next designated vesting date, and any other remaining unvested portion of the Deferred Cash awards will be

forfeited. Upon death or disability, any unvested Deferred Cash awards will remain outstanding and will be paid as scheduled on the applicable vesting dates.

2014 Change in Control Plan

Our Parent maintains the 2014 Change of Control Plan (the "2014 Change of Control Plan") in order to provide change of control severance benefits for a select group of key executives, including our CEO, in the event that the executive's employment is terminated without "cause" or by the executive for "good reason" within two years following a change of control of our Parent (each a "CIC Qualified Termination"). All benefits under the 2014 Change of Control Plan are "double-trigger" benefits, meaning that no compensation will be paid to participants solely upon the occurrence of a change of control so as to not create an unintended incentive. In the event of a CIC Qualified Termination, our CEO would be eligible to receive the following severance benefits under the 2014 Change of Control Plan:

- *Severance payment:* a lump sum cash payment equal to two times the sum of the participant's base salary and target annual incentive;
- *Pro rata annual incentive award*: a pro-rated annual bonus for the year in which the CIC Qualified Termination occurs, paid in a lump sum within 60 days following termination, with performance determined based on actual performance, to the extent such performance can be reasonably established, or otherwise based on an assumed achievement of all relevant performance goals at target;
- *Vesting of time-based long-term incentive awards*: time-vesting RSUs become immediately vested as of a CIC Qualified Termination;
- *Vesting of performance-based long-term incentive awards*: PSUs and performance-based cash awards would become vested and be deemed earned based on actual pro rata performance as of the date of a CIC Qualified Termination, to the extent such performance can be reasonably established, or otherwise based on an assumed achievement of all relevant performance goals at target, prorated to the nearest half-month to reflect the portion of the performance period that had elapsed prior to the CIC Qualified Termination;
- *Payment related to health and life insurance benefits*: a lump sum cash payment equal to the monthly cost of the employer-paid portion of the cost to provide the group medical, dental, vision, and/or prescription drug plan benefits that the participant had been receiving before the CIC Qualified Termination, multiplied by 18; and
- *Retirement plan provisions*: accelerated vesting in full of any funded or unfunded nonqualified pension, retirement or deferred compensation plans in which he or she participates.

Transition Retention Bonus Awards

Messrs. Mitchell and Stolove are eligible to receive cash-based retention awards payable in 2021 in the amounts of $250,000 and $150,000, respectively. These awards were granted in 2020 and will vest and become payable on October 1, 2021, subject to the named executive officer's continued employment through such date. The cash-based retention awards will also become payable upon the named executive officer's termination prior to the vesting date pursuant to a layoff or the named executive officer's death or disability. For the purpose of these cash-based retention awards, a "layoff" means, in summary, a reduction in the named executive officer's base salary by more than 20%; a relocation of the named executive officer's principal work location by more than 50 miles; or a job loss due to a layoff as defined in the Company's general layoff payment plan. "Layoff" does not mean a change or reduction in the named executive officer's duties or responsibilities or a termination by the Company for cause.

Director Compensation

Our directors did not receive any compensation for their service on our board of directors during 2020. As such, no information relating to our 2020 director compensation has been included in this prospectus.

In connection with the completion of this offering, we expect to implement a director compensation program for our non-employee and non-affiliated directors ("non-management directors"), of which the compensation components will be as follows:

	Cash ($)	Deferred Stock Units ($)	Total ($)
Annual Retainer for Board Service	$100,000	$150,000	$250,000
Annual Retainer for Non-Executive Chairperson	$80,000	$120,000	$200,000
Annual Retainer for a Lead Director	$20,000		$20,000
Annual Retainer for Committee Chairs:			
Audit Committee	$25,000		$25,000
Compensation Committee	$20,000		$20,000
Other Committees	$15,000		$15,000

- *Annual Retainer for Board Service.* Each non-management director will be paid an annual retainer of $250,000 in quarterly installments in arrears. Of this amount, $100,000 will be paid in cash and $150,000 will be paid in the form of deferred stock units ("DSUs") to be granted under our 2021 Omnibus Incentive Plan, as described below.

- *Annual Retainer for Non-Executive Chairperson.* The Non-Executive Chairperson will receive a $200,000 annual retainer in addition to the regular annual retainer, paid in quarterly installments in arrears. Of this amount, $80,000 will be paid in cash and $120,000 will be paid in the form of DSUs.

- *Annual Retainer for a Lead Director.* If a Lead Director is appointed in the absence of an independent Non-Executive Chairperson, the Lead Director would receive an annual cash retainer of $20,000 in addition to the regular annual retainer, paid quarterly installments in arrears.

- *Annual Retainer for Committee Chairs.* As additional compensation for service as chairperson of a committee, each chairperson will receive an additional annual cash retainer payable in quarterly installments in arrears as follows: Audit Committee chair, $25,000; Compensation Committee chair, $20,000; and each other standing committee chair, $15,000.

- *Deferred Stock Units.* The number of DSUs granted is determined by dividing the DSU value by the stock price of our common stock for the last 20 trading days of the applicable quarter of service. Each DSU represents the right to receive one share of our common stock in the future, following termination of service as a director. The DSUs will be settled in shares of our common stock on a one-for-one basis one year after the director leaves the Board in a single installment. Additionally, grants of DSUs will be settled in shares of our common stock immediately upon the death of the non-management director.

In addition, the benefits for non-management directors are expected to be as follows:

- *Matching Gift Program*. Each non-management director will be eligible for charitable contributions to be matched on a 50% basis, up to a maximum matching contribution of $10,000 during any calendar year.

- *Reimbursement of Certain Expenses*. Non-management directors will be reimbursed for reasonable travel and other board-related expenses, including expenses to attend board of directors and committee meetings and other business-related events in accordance with policies approved from time to time.

Enact Holdings, Inc. 2021 Omnibus Incentive Plan

Prior to the completion of the offering, we will adopt the Enact Holdings, Inc. 2021 Omnibus Incentive Plan (the "Plan"). The purposes of the Plan will be to provide additional incentives to selected employees, directors, independent contractors and consultants of the Company or its affiliates, to strengthen their commitment, motivate them to faithfully and diligently perform their responsibilities, and to attract and retain competent and dedicated persons who are essential to the success of our business and whose efforts will impact our long-term growth and profitability. To accomplish these purposes, the Plan will provide for the issuance of stock options, SARs, restricted stock, RSUs, PSUs, stock bonuses, other stock-based awards and cash awards.

While we intend to issue stock-based awards in the future to employees and other eligible recipients as a recruiting and retention tool (including in connection with the completion of this offering, as described below), we have not established specific parameters regarding future grants under the Plan. The plan administrator will determine the specific criteria surrounding equity issuances under the Plan. The following description summarizes the expected terms of the Plan.

Summary of Expected Plan Terms

A total number of 4,000,000 shares of our common stock will be reserved and available for issuance under the Plan, as increased on the first day of each fiscal year beginning in calendar year 2022 by a number of shares of our common stock equal to the excess, if any, of (x) 4,000,000 shares of our common stock over (y) the number of shares of our common stock reserved and available for issuance under the Plan as of the last day of the immediately preceding fiscal year.

Shares of our common stock subject to an award under the Plan that remain unissued upon the cancellation, termination or expiration of the award will again become available for grant under the Plan. Shares of our common stock that are exchanged by a participant or withheld by the Company as full or partial payment of the exercise price or purchase price in connection with any award under the Plan, as well as any shares of our common stock exchanged by a participant or withheld by the Company to satisfy the tax withholding obligations related to any award, will not be available for subsequent awards under the Plan. To the extent an award is paid or settled in cash, the number of shares of our common stock previously subject to the award will again be available for grants pursuant to the Plan. To the extent that an award can only be settled in cash, such award will not be counted against the total number of shares of our common stock available for grant under the Plan.

The Plan will initially be administered by our compensation committee, although, subject to the discretion of our board of directors, it may be administered by either our board of directors or any committee of our board of directors, including a committee that complies with the applicable requirements of Section 16 of the Exchange Act and any other applicable legal or stock exchange listing requirements (the board or committee referred to above being sometimes referred to as the plan administrator). The plan administrator may interpret the Plan and may prescribe, amend and rescind rules and make all other determinations necessary or desirable for the administration of the Plan. Notwithstanding the foregoing, until such time as our compensation committee is comprised solely of independent directors who qualify as "non-employee directors" as defined in Rule 16b-3 under the Exchange Act, our board of directors will retain the authority to review, approve and administer equity-based awards under the Plan that are granted to our officers who are subject to the reporting obligations of Section 16 of the Exchange Act and to members of our board of directors. With respect to such awards, references herein to the plan administrator shall mean our board of directors.

The Plan permits the plan administrator to select the officers, employees, non-employee directors, independent contractors and consultants who will receive awards, to determine the terms and conditions of those awards, including but not limited to the exercise price or other purchase price of an award, the number of shares of our common stock or cash or other property subject to an award, the term of an award and the vesting schedule applicable to an award, and to amend the terms and conditions of outstanding awards. The provisions and administration of each award need not be the same with respect to each participant. The Plan expressly prohibits the repricing or cash buyout of underwater options or SARs without shareholder approval.

Non-employee directors may not be granted awards under the Plan during any calendar year that, when aggregated with such non-employee director's cash fees with respect to such calendar year, exceed $750,000 in total value, provided that the plan administrator may make exceptions to increase such limit to $1,000,000 for an individual non-employee director in extraordinary circumstances, such as where a non-employee director serves as the non-executive chairman of board of directors or lead independent director, or as a member of a special litigation or transactions committee of board of directors.

RSUs, PSUs and restricted stock may be granted under the Plan. The plan administrator will determine the purchase price, vesting schedule and performance objectives, if any, applicable to the grant of RSUs, PSUs and restricted stock. If the restrictions, performance objectives or other conditions determined by the plan administrator are not satisfied, the RSUs, PSUs and restricted stock will be forfeited. Subject to the provisions of the Plan and the applicable individual award agreement, the plan administrator may provide for the lapse of restrictions in installments or the acceleration or waiver of restrictions (in whole or part) under certain circumstances as set forth in the applicable individual award agreement, including the attainment of certain performance goals, a participant's termination of employment or service or a participant's death or disability. The rights of RSU, PSU and restricted stock holders upon a termination of employment or service will be set forth in individual award agreements.

Unless the applicable award agreement provides otherwise, participants with restricted stock will generally have all of the rights of a stockholder during the restricted period, including the right to vote and receive dividends declared with respect to such restricted stock, provided that any dividends declared during the restricted period with respect to such restricted stock will generally only become payable if the underlying restricted stock vest. During the restricted period, participants with RSUs will generally not have any rights of a stockholder, but, if the applicable individual award agreement so provides, may be credited with dividend equivalent rights that will be paid either currently or at the time that shares of our common stock in respect of the related RSUs are delivered to the participant.

We may issue stock options under the Plan. Options granted under the Plan may be in the form of non-qualified options or "incentive stock options" within the meaning of Section 422 of the Internal Revenue Code, as set forth in the applicable individual option award agreement. All of the shares of our common stock reserved for issuance under the Plan may be granted as incentive stock options. The exercise price of all options granted under the Plan will be determined by the plan administrator, but, except as provided in the applicable award agreement, in no event may the exercise price be less than 100% of the fair market value of the related shares of our common stock on the date of grant. The maximum term of all stock options granted under the Plan will be determined by the plan administrator, but may not exceed ten years. Each stock option will vest and become exercisable (including in the event of the optionee's termination of employment or service) at such time and subject to such terms and conditions as determined by the plan administrator in the applicable individual option agreement. Unless the applicable award agreement provides otherwise, participants with options will generally not have any rights of a stockholder until the participant has given written notice of the exercise of the options and has paid the exercise price for the shares underlying the options.

SARs may be granted under the Plan either alone or in conjunction with all or part of any option granted under the Plan. A free-standing SAR granted under the Plan entitles its holder to receive, at the time of exercise, an amount per share equal to the excess of the fair market value (at the date of

exercise) of a share of our common stock over the base price of the free-standing SAR. A SAR granted in conjunction with all or part of an option under the Plan entitles its holder to receive, at the time of exercise of the SAR and surrender of the related option, an amount per share equal to the excess of the fair market value (at the date of exercise) of a share of our common stock over the exercise price of the related option. Unless the applicable award agreement provides otherwise, each SAR will be granted with a base price that is not less than 100% of the fair market value of the related shares of our common stock on the date of grant. The maximum term of all SARs granted under the Plan will be determined by the plan administrator, but may not exceed ten years. The plan administrator may determine to settle the exercise of a SAR in shares of our common stock, cash, or any combination thereof, as specified in the underlying award agreement. Unless the applicable award agreement provides otherwise, participants with SARs will generally not have any rights of a stockholder until the participant has given written notice of the exercise of the options.

Each free-standing SAR will vest and become exercisable (including in the event of the SAR holder's termination of employment or service) at such time and subject to such terms and conditions as determined by the plan administrator in the applicable individual free-standing SAR agreement. SARs granted in conjunction with all or part of an option will be exercisable at such times and subject to all of the terms and conditions applicable to the related option.

Other stock-based awards, valued in whole or in part by reference to, or otherwise based on, shares of our common stock (including dividend equivalents) may be granted under the Plan. Unless the applicable award agreement provides otherwise, any dividend or dividend equivalent awarded under the Plan will be subject to the same restrictions, conditions and risks of forfeiture as the underlying awards and will only become payable if the underlying awards vest. The plan administrator will determine the terms and conditions of such other stock-based awards, including the number of shares of our common stock to be granted pursuant to such other stock-based awards, the manner in which such other stock-based awards will be settled (e.g., in shares of our common stock, cash or other property), and the conditions to the vesting and payment of such other stock-based awards (including the achievement of performance objectives).

Bonuses payable in fully vested shares of our common stock and awards that are payable solely in cash may also be granted under the Plan.

The plan administrator may grant equity-based awards and incentives under the Plan that are subject to the achievement of performance objectives selected by the plan administrator in its sole discretion, including, without limitation, one or more of the following business criteria: (i) earnings, including one or more of operating income, net operating income, earnings before or after taxes, earnings before or after interest, depreciation, amortization, adjusted EBITDA, economic earnings, or extraordinary or special items or book value per share (which may exclude nonrecurring items); (ii) pre-tax income or after-tax income; (iii) earnings per share (basic or diluted); (iv) operating profit; (v) revenue, revenue growth or rate of revenue growth; (vi) return on assets (gross or net), return on investment, return on capital, or return on equity; (vii) returns on sales or revenues; (viii) operating expenses; (ix) stock price appreciation; (x) cash flow, free cash flow, cash flow return on investment (discounted or otherwise), net cash provided by operations, or cash flow in excess of cost of capital; (xi) implementation or completion of critical projects or processes; (xii) cumulative earnings per share growth; (xiii) operating margin or profit margin; (xiv) stock price, average stock price or total stockholder return; (xv) cost targets, reductions and savings, productivity and efficiencies; (xvi) strategic business criteria, consisting of one or more objectives based on meeting specified market penetration, geographic business expansion, customer satisfaction, employee satisfaction, human resources management, supervision of litigation, and information technology goals, and goals relating to acquisitions, divestitures, joint ventures and similar transactions, and budget comparisons; (xvii) personal professional objectives, including any of the foregoing performance goals, the implementation of policies and plans, the negotiation of transactions, the development of long term business goals, formation of joint ventures, research or development collaborations, and the completion of other corporate transactions; and (xviii) any combination of, or a specified increase in, any of the foregoing.

The business criteria may be expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to us or any of our affiliates, or one of our divisions or strategic business units or a division or strategic business unit of any of our affiliates, or may be applied to our performance relative to a market index, a group of other companies or a combination thereof, all as determined by the plan administrator. The business criteria may also be subject to a threshold level of performance below which no payment will be made, levels of performance at which specified payments will be made, and a maximum level of performance above which no additional payment will be made. The plan administrator will have the authority to make equitable adjustments to the business criteria, as may be determined by the plan administrator in its sole discretion.

In the event of a merger, consolidation, reclassification, recapitalization, spin-off, spin-out, repurchase, reorganization, corporate transaction or event, special or extraordinary dividend or other extraordinary distribution (whether in the form of shares of our common stock, cash or other property), stock split, reverse stock split, subdivision or consolidation, combination, exchange of shares, or other change in corporate structure affecting the shares of our common stock, an equitable substitution or proportionate adjustment shall be made, at the sole discretion of the plan administrator, in (i) the aggregate number of shares of our common stock reserved for issuance under the Plan, (ii) the kind and number of securities subject to, and the exercise price or base price of, any outstanding options and SARs granted under the Plan, (iii) the kind, number and purchase price of shares of our common stock, or the amount of cash or amount or type of property, subject to outstanding restricted stock, RSUs, PSUs, stock bonuses and other stock-based awards granted under the Plan or (iv) the performance goals and periods applicable to awards granted under the Plan. Equitable substitutions or adjustments other than those listed above may also be made as determined by the plan administrator. In addition, the plan administrator may terminate all outstanding awards for the payment of cash or in-kind consideration having an aggregate fair market value equal to the excess of the fair market value of the shares of our common stock, cash or other property covered by such awards over the aggregate exercise price or base price, if any, of such awards, but if the exercise price or base price of any outstanding award is equal to or greater than the fair market value of the shares of our common stock, cash or other property covered by such award, the plan administrator may cancel the award without the payment of any consideration to the participant.

Unless the applicable award agreement provides otherwise, in the event that (i) a “change in control” (as defined in the Plan) occurs and (ii) either (x) an outstanding award is assumed or substituted in connection with such change in control and a participant’s employment or service is terminated by the Company without cause or by the participant for good reason (if applicable) within 12 months following the change in control or (y) an outstanding award is not assumed or substituted in connection with such change in control, then (a) any unvested or unexercisable portion of any award carrying a right to exercise shall become fully vested and exercisable, and (b) the restrictions, deferral limitations, payment conditions and forfeiture conditions applicable to an award granted under the Plan will lapse and such unvested awards will be deemed fully vested and any performance conditions imposed with respect to such awards will be deemed to be achieved at the greater of target or actual performance levels. The completion of the offering will not be a change of control under the Plan.

Each participant will be required to make arrangements satisfactory to the plan administrator regarding payment of an amount up to the maximum statutory rates in the participant’s applicable jurisdictions with respect to any award granted under the Plan, as determined by us. We have the right, to the extent permitted by law, to deduct any such taxes from any payment of any kind otherwise due to the participant. With the approval of the plan administrator, the participant may satisfy the foregoing requirement by either electing to have us withhold from such delivery shares of our common stock, cash or other property, as applicable, or by delivering already owned unrestricted shares of our common stock, in each case, having a value not exceeding the applicable taxes to be withheld and applied to the tax obligations. We may also use any other method of obtaining the necessary payment or proceeds, as permitted by law, to satisfy our withholding obligation with respect to any award.

The Plan provides the plan administrator with authority to amend, alter or terminate the Plan, but no such action may impair the rights of any participant with respect to outstanding awards without the participant's consent. The plan administrator may amend an award, prospectively or retroactively, but no such amendment may impair the rights of any participant without the participant's consent, provided that the plan administrator may amend the terms of an award to take effect retroactively or otherwise for the purpose of conforming the award to any applicable law, government regulation or stock exchange listing requirement relating to the award. Stockholder approval of any such action will be obtained if required to comply with applicable law.

The Plan will terminate on the tenth anniversary of the effective date of the Plan (although awards granted before that time will remain outstanding in accordance with their terms).

We intend to file with the SEC a registration statement on Form S-8 covering the shares of our common stock issuable under the Plan.

Equity Awards at the Time of this Offering

In connection with the completion of this offering, we expect that certain of our employees, including our named executive officers, will receive one-time grants of awards under the Plan consisting of time-based restricted stock units. However, we have not yet established the specific parameters regarding such awards, including the vesting terms, eligible recipients, and the number or total grant date value of such awards.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a description of certain relationships and transactions that exist or have existed or that we have entered into with our directors, executive officers, or stockholders who are known to us to beneficially own more than 5% of our voting securities and their affiliates and immediate family members.

Related Party Transaction Policy

We have established a written related party transaction policy that, subject to future and ongoing transactions contemplated by the agreements described below under "—Relationship with our Parent," provides procedures for the review of transactions in excess of $120,000 in any year between us and any covered person having a direct or indirect material interest with certain exceptions. Covered persons include any director, executive officer, director nominee or stockholders known to us to beneficially own 5% or more of our voting securities or any affiliates and immediate family members of the foregoing. Any such related party transactions shall require advance approval by a majority of our independent directors or by our audit committee.

Directed Share Program

At our request, the underwriters have reserved up to 1,128,807 shares of the common stock offered by this prospectus for sale at the initial public offering price to certain of our and our Parent's directors, officers and key employees through a directed share program.

Relationship with Our Parent

We have been an indirect wholly owned subsidiary of our Parent since 2004, during which time we have been part of our Parent's consolidated business operations. Historically, our Parent and certain of our Parent's other subsidiaries have provided a variety of services to us, and we have provided a variety of services to our Parent and certain of our Parent's other subsidiaries and former subsidiaries. These arrangements are described below under "—Other Related Party Transactions." Given that we entered into such agreements with our Parent and certain of our Parent's other subsidiaries in the context of a parent-subsidiary relationship, certain terms are not necessarily the same as could have been obtained from a third party. See "Risk Factors—Risks Relating to Our Continuing Relationship with Our Parent."

Following this offering, we expect that our Parent will continue to hold at least a 80% of our outstanding common stock for the foreseeable future, and as a result our Parent will continue to have significant influence over our business, including pursuant to the agreements described below which will be entered into prior to or concurrent with the completion of this offering. The material terms of such agreements will govern our relationship with our Parent following this offering.

Master Agreement

Prior to or concurrently with the completion of this offering, we will enter into the Master Agreement with our Parent that will govern certain aspects of our continuing relationship with our Parent and include certain customary stockholder rights of our Parent.

Releases and Indemnification

Except for each party's obligations under the Master Agreement, the other transaction documents and certain other specified liabilities, we and our Parent have agreed to releases and indemnifications. The releases do not extend to obligations or liabilities under the Master Agreement and certain other transaction documents that remain in effect following this offering.

Board Rights

Our Parent will have the right (but not the obligation) to designate the below number of persons as nominees to our board of directors which will initially consist of eleven directors:

- six persons, so long as Parent beneficially owns more than 50% of our outstanding common stock;
- five persons, so long as Parent beneficially owns 50% or less but 40% or more of our outstanding common stock;
- four persons, so long as Parent beneficially owns less than 40% but 30% or more of our outstanding common stock;
- three persons, so long as Parent beneficially owns less than 30% but 20% or more of our outstanding common stock; and
- two persons, so long as Parent beneficially owns less than 20% but 10% or more of our outstanding common stock.

The Master Agreement will also provide that:

- for so long as the Master Agreement shall remain in effect, in addition to the director nomination rights of our Parent described above, we and our Parent have agreed that our chief executive officer shall be a member of our board of directors;
- until Parent ceases to beneficially own less than 20% of our outstanding common stock, except as required by applicable law or Nasdaq listing standards, we may not, without the prior written consent of our Parent, take any action to change the size of our board of directors;
- in the event that the size of our board of directors is increased with Parent's prior written approval, our Parent will have the right to designate a proportional number of persons (rounded up to the nearest whole number) as nominees to our board of directors;
- for so long as our Parent beneficially owns more than 50% of our outstanding common stock, our Parent will also be entitled to designate at least two members to the compensation committee;
- for so long as our Parent beneficially owns more than 30% of our outstanding common stock, our Parent shall be entitled to designate at least one member to each of the other board committees other than the independent capital committee;
- until Parent ceases to beneficially own more than 30% of our outstanding common stock, except as required by applicable law or Nasdaq listing standards, we may not, without the prior written consent of our Parent, take any action to increase the size of any of our board committees;
- in the event that the size of any committee of our board of directors is increased with Parent's prior written approval, our Parent will have the right to designate a proportional number of additional directors to serve on such committee (rounded up to the nearest whole number); and
- for so long as our Parent beneficially owns 10% or more of our outstanding common stock, our Parent will also be entitled to designate one observer to attend any meetings of our board of directors.

Approval Rights

For so long as our Parent beneficially owns 50% or more of our outstanding common stock, we will be required to obtain the prior written consent of our Parent to take any of the following actions, whether directly or indirectly through a subsidiary, subject to limited exceptions:

- adopt any plan or proposal for a complete or partial liquidation, dissolution or winding up of us or any of our subsidiaries or commence any case, proceeding or action seeking relief under any existing or future laws relating to bankruptcy, insolvency, conservatorship or relief of debtors;
- repurchase any of our stock, reduce or reorganize our capital or the capital of any of our subsidiaries;
- approve our annual business plan (which will include among other things, our operating plan and capital plan) for us and any of our subsidiaries on a consolidated basis and any material amendments to, or any material departure from, such business plan. The business plan shall be provided to our Parent for approval reasonably in advance of adoption consistent with the annual operating cycle for our Parent and its subsidiaries and shall include any proposed geographical or product expansion;
- appoint or remove our chief executive officer;
- issue new debt securities or incur indebtedness or guarantees;
- issue our common stock or other equity securities or securities convertible into or exercisable or exchangeable for our common stock or other equity securities, including any issuances or grants pursuant to any stock plan;
- enter into any merger, amalgamation, consolidation or similar transaction with a non-affiliate;
- acquire assets, securities or businesses involving consideration of $50 million or more (or book value of $100 million or more with respect to acquisitions effected through reinsurance transactions), other than transactions involving assets invested in our consolidated general account and approved in accordance with our established policies and procedures to monitor invested assets;
- dispose of assets, securities or businesses involving consideration of $50 million or more (or book value of $100 million or more with respect to dispositions effected through reinsurance transactions), other than transactions involving assets invested in our consolidated general account and approved in accordance with our established policies and procedures to monitor invested assets; and
- adopt or implement any stockholder rights plan or similar takeover defense measure.

For so long as our Parent beneficially owns any portion of our common stock, we will be required to consult with our Parent with respect to the foregoing matters; however, our Parent will no longer have consent rights with respect to such matters other than as described above.

Non-competition and Non-solicitation

The Master Agreement contains non-competition covenants that prohibit competition between us and our subsidiaries, on the one hand, and our Parent and its other subsidiaries, on the other hand, in certain businesses and geographic areas during the period beginning on the date of such agreement and ending on the date that is one year after the date on which our Parent ceases to beneficially own, directly or indirectly, more than 50% of our outstanding common stock (the “Restricted Period”).

The Master Agreement provides that we and our subsidiaries will not, during the Restricted Period, directly or indirectly, engage in any businesses of our Parent (other than the mortgage insurance business in the United States) (the "Genworth Covered Business"). The Master Agreement provides that our Parent and its other subsidiaries (for so long as they are subsidiaries of our Parent) will not, during the Restricted Period, directly or indirectly, engage in any business that directly or indirectly competes with our current businesses or our terminated, divested or discontinued businesses within the last two years which are or should be included as our historical operations (the "Company Covered Business").

The foregoing non-competition agreement is subject to exceptions in the case of certain transactions by us or our Parent and our respective subsidiaries that involve a de minimis business or another business activity so long as within two years after such a purchase or acquisition, we or our Parent or our respective subsidiaries sign a definitive agreement to dispose of the relevant portion of the business or securities of the acquired business or company or, at the end of the two year period, the acquired business or company complies with this non-competition agreement.

Information Sharing

The Master Agreement also provides for other arrangements with respect to the mutual sharing of information between us and our Parent and its affiliates in order to comply with reporting, filing, audit, insurance regulatory or tax requirements, for use in judicial proceedings, and in order to comply with our respective obligations after the completion of this offering. We and our Parent and its affiliates have also agreed to provide mutual access to historical business records.

Tax Matters

The Master Agreement provides that our Parent will compensate us for any reduction in the deferred tax attributes (or increase to deferred tax liabilities) of GMH, LLC and its subsidiaries (other than a reduction solely in the basis of stock of GMH, LLC) that may occur as a result of the application of the "unified loss rules" contained in Treas. Reg. Section 1.1502-36 to this offering.

The Master Agreement also provides that, following this offering, we will not take any action (or fail to take any action) that would cause us to no longer be a member of the Genworth Consolidated Group, or to no longer be subject to the Tax Allocation Agreement (described below), without our Parent's prior written consent (which consent will be in our Parent's sole discretion).

Registration Rights Agreement

Prior to or concurrently with the completion of this offering, we intend to enter into a registration rights agreement (the "Registration Rights Agreement") with our Parent, pursuant to which our Parent will be able to require us, beginning after the 180-day lock-up period, to file one or more registration statements with the SEC covering the public resale of registrable securities beneficially owned by our Parent or to effect shelf takedown offering. We will be required to bear the registration expenses, other than the underwriting discount and transfer taxes, associated with any registration of stock pursuant to the Registration Rights Agreement. The Registration Rights Agreement will include customary indemnification provisions in favor of our Parent, any person who is or might be deemed a control person (within the meaning of the Securities Act and the Exchange Act) and related parties against certain losses and liabilities (including reasonable costs of investigation and legal expenses) arising out of or based upon any filing or other disclosure made by us under the securities laws relating to any such registration. Our Parent will have piggyback registration rights, pursuant to which our Parent will be entitled to participate in certain registrations or offerings we may undertake, subject to "cutback" in certain cases.

Shared Services Agreement

Prior to or concurrent with the completion of this offering, we will enter into a shared services agreement with our Parent (the "Shared Services Agreement") in order to (i) provide to one another (and to certain of our respective affiliates or subsidiaries) administrative and support services and other

assistance and (ii) ensure certain services received prior to the completion of this offering will continue to be provided. The principal services that our Parent and certain of our Parent's other subsidiaries will provide to us include: investment management, information technology services and certain administrative services (such as finance, human resources, employee benefit administration and legal).

We will also provide to each other additional services that we, our Parent or any of our respective affiliates or subsidiaries may identify during the first 120 days of the term of the Shared Services Agreement as being provided to one another four months prior to the close of the transaction and that are necessary to operate the business as the business operated in the 12 months prior to the close of the transaction. Service charges will be set out in a schedule to the Shared Services Agreement and will generally be calculated in a manner consistent with past practice.

The Shared Services Agreement requires each party to perform services that meet a standard of care consistent with such party's most recent past practices. Neither we nor our Parent or any of our respective affiliates or subsidiaries will be liable to each other in respect of the services either party provides, except in respect of a contractual claim for direct losses or where such liability arises from the provider party's fraud, fraudulent misrepresentation, or willful misconduct, subject to certain specified exceptions and limitations.

Services will be provided under the Shared Services Agreement until the last service provided under the Agreement is terminated or expires, or until 12 months after the date our Parent no longer holds a controlling interest in the Company. Specific services provided under the Shared Services Agreement may be terminated by either party for convenience with at least one hundred eighty (180) days' prior written notice provided to the other party in accordance with the terms of the Shared Services Agreement.

Intellectual Property Cross License Agreement

Prior to or concurrent with the completion of this offering, we will enter into an Intellectual Property Cross License Agreement with our Parent (the "IP Cross License Agreement") in order to provide to one another and certain of each of our affiliates or subsidiaries a non-exclusive, irrevocable, royalty-free, fully paid up, perpetual right and license of specified intellectual property (other than trademarks). The license is for specified purposes to assist each party in conducting its business following this offering and it allows us, our Parent and certain of each of our affiliates or subsidiaries to: (i) enable employees, directors and officers to use and practice the licensed intellectual property rights for internal purposes, (ii) make, have made, use, sell, have sold, import and otherwise commercialize certain products and services and (iii) create certain improvements to such licensed intellectual property. Each party and its affiliates or subsidiaries will have limitations on their ability to grant sublicenses. With respect to any third-party intellectual property licensed under the IP Cross License Agreement, we and our Parent have granted each other sublicenses that are subject to the terms and conditions of existing agreements between us and any applicable third party and our Parent and any applicable third party, and such sublicenses will not include rights in excess of those under such agreements.

The term of the IP Cross License Agreement is perpetual, but may be terminated upon mutual written agreement by the parties. In addition to the permitted assignments described in the Master Agreement, any party may assign the IP Cross License Agreement to any of its affiliates without any other party's consent, but the assigning party will continue to be liable for the performance by the assignee.

Transitional Trademark License Agreement

Prior to or concurrent with the completion of this offering, we will enter into a Transitional Trademark License Agreement (the "Trademark Agreement") with our Parent and Genworth Mortgage Holdings, LLC ("GMH") pursuant to which our Parent and GMH will grant us and our affiliates a limited non-exclusive, non-transferable, royalty-free license to use certain specified trademark applications and registrations, names and brands (including trademarks, logos and domain names) of our Parent and GMH with limited rights to sublicense.

The Trademark Agreement, unless terminated earlier, is effective until two years following the date on which our Parent ceases to own more than 50% of our outstanding common stock; provided, that, with the consent of our Parent and GMH, we and our affiliates or subsidiaries, as applicable, may use certain licensed marks for a transition period of up to one year following such date to the extent required by applicable law.

The Trademark Agreement will automatically terminate with respect to us or our affiliates or subsidiaries, as applicable, upon notice to us by our Parent or GMH, in the event of (i) a merger or consolidation with an unrelated-third party, (ii) a sale of substantially all of the applicable party's assets to an unrelated-third party or (iii) a change of control whereby an unrelated third party acquires 50% or more of the applicable party's outstanding voting securities or the power to direct or cause the direction of management or policies.

The Trademark Agreement will also automatically terminate, without notice to us by our Parent or GMH, in the event that we or a permitted sublicensee makes a general assignment for the benefit of creditors, ceases operations or is liquidated or dissolved. The Trademark Agreement may also be terminated by our Parent or GMH if there is a material breach by us or a permitted sublicense, as applicable, that is uncured.

Other Related Party Transactions

Services Agreement

We have an agreement with our Parent that provides for reimbursement to and from our Parent of certain administrative and operating expenses. This agreement provides for an allocation of corporate expenses to all of our Parent's businesses or subsidiaries. Following this offering, we expect that such services agreement will be replaced by a shared services agreement with our Parent as described under "— Shared Services Agreement" above.

Tax Allocation Agreement

We currently join in the filing of a United States consolidated income tax return with the Genworth Consolidated Group and are party to a Tax Allocation Agreement between our Parent and certain of our Parent's subsidiaries, which allocates the consolidated tax liability of the Genworth Consolidated Group among its members, including us, in addition to certain other matters. The tax allocation methodology is based on the separate return liabilities with offsets for losses and credits utilized to reduce the current consolidated tax liability of our Parent as allowed by applicable law and regulation. We settle intercompany tax balances quarterly after the filing of our Parent's federal consolidated United States corporation income tax return.

If the taxable income, special deductions, or credits reported in the Genworth Consolidated Group income tax return for any taxable year or periods is changed or otherwise adjusted, payments required to be made under the Tax Allocation Agreement may be recalculated, and we could be required to pay material amounts to our Parent. However, our Parent will be responsible for any taxes for which we are jointly and severally liable solely by reason of filing a combined, consolidated or unitary return with our Parent.

In the event that the Parent were to hold less than 80% of our common stock by either voting power or value, we would cease to be a member of the Genworth Consolidated Group and may be required to make a payment to the Parent in respect of tax benefits for which we received credit under the Tax Allocation Agreement, but which had not been utilized by the Genworth Consolidated Group at such time. These tax benefits would be available to reduce our tax liabilities in periods after we leave the Genworth Consolidated Group, subject to any applicable limitation that may apply with respect to such period or tax benefit.

Compensation and Other Arrangements Concerning Employees

Prior to the completion of this offering, our employees participated in certain benefit plans administered by our Parent and certain stock-based compensation plans that utilize our Parent's common stock. See "Compensation of Executive Officers and Directors."

PRINCIPAL AND SELLING STOCKHOLDER

Prior to the completion of this offering, our Parent (through GHI) is our only stockholder and owns all the shares of our common stock. GHI is selling 22,576,140 shares of our common stock in this offering (25,962,560 shares of common stock if the underwriters exercise in full their option to purchase additional shares) and 4,000,000 shares of common stock in the Concurrent Private Placement. Following this offering and the Concurrent Private Placement, our Parent will own approximately 83.7% of our outstanding common stock (and approximately 81.6% of our common stock if the underwriters exercise in full their option to purchase additional shares) indirectly through GHI.

Beneficial Ownership

The following table sets forth certain information with respect to the beneficial ownership of our common stock as of May 4, 2021 and as adjusted to reflect the sale of our common stock offered by the selling stockholder in this offering and the Concurrent Private Placement for:

- the selling stockholder which is the only beneficial owner of more than 5% of our common stock;
- each of our directors;
- each of our named executive officers; and
- all directors and executive officers as a group.

Beneficial ownership is determined in accordance with the rules of the SEC. Under such rules, beneficial ownership includes any shares over which the individual has sole or shared voting power or investment power as well as any shares that the individual has the right to acquire within 60 days of May 4, 2021, through the exercise of any option, warrant or other right. In computing the percentage beneficial ownership of a person, common stock not outstanding and subject to options, warrants or other rights held by that person that are currently exercisable or exercisable within 60 days of May 4, 2021 are deemed outstanding for purposes of calculating the percentage ownership of that person, but are not deemed outstanding for computing the percentage ownership of any other person. Subject to the foregoing, percentage of beneficial ownership is based on 162,840,000 shares of common stock outstanding as of May 4, 2021. Percentage of beneficial ownership after this offering (assuming no exercise of the underwriters' option to purchase additional shares) also assumes the sale by GHI of 22,576,140 shares of common stock in this offering and 4,000,000 shares of common stock in the Concurrent Private Placement.

To our knowledge, except as set forth in the footnotes to this table and subject to applicable community property laws, each person named in the table has sole voting and investment power with respect to the shares set forth opposite such person's name. Except as otherwise indicated, the address of each of the persons in this table is 8325 Six Forks Road, Raleigh, North Carolina 27615.

Name of Beneficial Owner	Shares of Common Stock Beneficially Owned Before this Offering	Shares of Common Stock Beneficially Owned After this Offering	Percentage of Common Stock Beneficially Owned Before this Offering	Percentage of Common Stock Beneficially Owned After this Offering
Directors and Named Executive Officers:				
Rohit Gupta	—	—	— %	— %
Hardin Dean Mitchell	—	—	—	—
Evan Stolove	—	—	—	—
Dominic Addesso*	—	—	—	—
John D. Fisk*	—	—	—	—
Sheila Hooda*	—	—	—	—
Thomas J. McInerney	—	—	—	—
General Raymond T. Odierno*	—	—	—	—
Robert P. Restrepo Jr.*	—	—	—	—
Daniel J. Sheehan IV	—	—	—	—
Debra W. Still*	—	—	—	—
Westley V. Thompson*	—	—	—	—
Anne G. Waleski*	—	—	—	—
All executive officers and directors as a group (15 persons)	—	—	— %	— %
Greater than 5% and Selling Stockholder:				
Genworth Holdings, Inc.[(1)]	162,840,000	136,263,860	100 %	83.7 %

*Currently a director nominee and will be appointed as a director upon consummation of this offering.
(1) The address of Genworth Holdings, Inc. is 6620 West Broad Street Richmond, VA 23230.

DESCRIPTION OF CAPITAL STOCK

Prior to the completion of this offering, we will file our amended and restated certificate of incorporation with the Secretary of State of the State of Delaware and our board of directors will adopt our amended and restated bylaws. The forms of our amended and restated certificate of incorporation and our amended and restated bylaws are filed as exhibits to this registration statement. The provisions of our amended and restated certificate of incorporation and our amended and restated bylaws that will be in effect upon completion of this offering and relevant sections of the DGCL are summarized below. The following description of our capital stock and provisions of our amended and restated certificate of incorporation and our amended and restated bylaws are only summaries of such provisions and instruments and in each case are qualified by reference to our amended and restated certificate of incorporation and our amended and restated bylaws that are filed as exhibits to this registration statement.

General

Our amended and restated certificate of incorporation will authorize 600,000,000 shares of common stock, $0.01 par value per share, and 50,000,000 shares of undesignated preferred stock, $0.01 par value per share, the rights, preferences and privileges of which may be designated from time to time by our board of directors.

As of May 4, 2021, there were 162,840,000 shares of our common stock outstanding, all held and beneficially owned by GHI (a wholly owned subsidiary of our Parent), and no shares of our common stock issuable upon exercise of outstanding stock options and restricted stock units. As of May 4, 2021, there were no outstanding shares of our preferred stock.

Common Stock

Dividend Rights

Subject to preferences that may apply to shares of our preferred stock outstanding at the time, the holders of outstanding shares of our common stock are entitled to receive dividends out of funds legally available if our board of directors, in its discretion, determines to issue dividends and only then at the times and in the amounts that our board of directors may determine. See the section titled “Dividend Policy” for more information.

Voting Rights

The holders of our common stock are entitled to one vote per share. Stockholders do not have the ability to cumulate votes for the election of directors.

Pursuant to the Master Agreement, our Parent will have the right to designate certain members of our board of directors depending upon the percentage of our outstanding common stock it owns at such time. See “Management—Board of Directors” and “Certain Relationships and Related Party Transactions—Relationship with Our Parent—Master Agreement—Board Rights.”

No Preemptive or Similar Rights

Our common stock is not entitled to preemptive rights and is not subject to redemption or sinking fund provisions.

Right to Receive Liquidation Distributions

Upon our liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our common stock and any participating preferred stock outstanding at that time, subject to prior satisfaction of all outstanding debt and liabilities

and the preferential rights and the payment of liquidation preferences, if any, on any outstanding shares of our preferred stock.

Preferred Stock

Pursuant to our amended and restated certificate of incorporation that will become effective immediately prior to the completion of this offering, our board of directors will be authorized, subject to limitations prescribed by Delaware law, to issue preferred stock in one or more series, to establish from time to time the number of shares to be included in each series and to fix the designation, powers, preferences and rights of the shares of each series and any of its qualifications, limitations or restrictions, in each case without further vote or action by our stockholders. Our board of directors can also increase or decrease the number of shares of any series of preferred stock, but not below the number of shares of that series then outstanding, without any further vote or action by our stockholders. Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in our control and might adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock. We have no current plan to issue any shares of our preferred stock.

Registration Rights

See “Certain Relationships and Related Party Transactions—Relationship with Our Parent—Registration Rights Agreement,” which is incorporated by reference herein.

On the completion date of this offering, in connection with the closing of the Concurrent Private Placement, we intend to enter into a registration rights agreement with certain investment vehicles managed by Bayview, pursuant to which Bayview will have the right to have its shares registered on a shelf registration statement on Form S-3 and piggyback registration rights, subject to the terms and conditions therein.

Anti-Takeover Provisions

The provisions of the DGCL, our amended and restated certificate of incorporation and our amended and restated bylaws to be in effect following this offering could have the effect of delaying, deferring or discouraging another person from acquiring control of our company. These provisions, which are summarized below, are expected to discourage certain types of coercive takeover practices and inadequate takeover bids and encourage persons seeking to acquire control of our company to first negotiate with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us because negotiation of these proposals could result in an improvement of their terms.

Certain Certificate of Incorporation and Bylaws Provisions

Our amended and restated certificate of incorporation and our amended and restated bylaws will include a number of provisions that may have the effect of deterring hostile takeovers, or delaying or preventing changes in control of our management team or changes in our board of directors or our governance or policy, including as summarized below.

No Cumulative Voting

The DGCL provides that stockholders are not entitled to the right to cumulate votes in the election of directors unless a corporation’s certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation and our amended and restated bylaws will not provide for cumulative voting.

Issuance of Undesignated Preferred Stock

We anticipate that after the filing of our amended and restated certificate of incorporation, our board of directors will have the authority, without further action by the stockholders, to issue up to 50,000,000 shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time to time by our board of directors. The existence of authorized but unissued shares of our preferred stock enables our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise.

Exclusive Forum

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any of our current or former directors, officers, stockholders, employees or agents to us or our stockholders, (iii) any action asserting a claim against us or any of our current or former directors, officers, stockholders, employees or agents arising out of or relating to any provision of the DGCL or our amended and restated certificate of incorporation or our amended and restated bylaws (each, as in effect from time to time), or (iv) any action asserting a claim against us or any of our current or former directors, officers, stockholders, employees or agents governed by the internal affairs doctrine of the State of Delaware; provided, however, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. This exclusive forum provision does not preclude or contract the scope of exclusive federal or concurrent jurisdiction for any actions brought under the Securities Act. This exclusive forum provision will not apply to actions arising under the Exchange Act. Our exclusive forum provision will not relieve us of our duties to comply with the federal securities laws and the rules and regulations thereunder, and our stockholders will not be deemed to have waived our compliance with these laws, rules and regulations. Although we believe these provisions benefit us by providing increased consistency for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against us or our directors and officers.

Market Listing

We have applied to list our common stock on the Nasdaq under the symbol “ACT.”

Transfer Agent and Registrar

Upon the completion of this offering, the transfer agent and registrar for our common stock will be Computershare Trust Company, N.A. The transfer agent’s address is 150 Royall Street, Canton, MA 02021.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common stock. Future sales of substantial amounts of our common stock in the public market, or the perception that such sales may occur, could adversely affect the prevailing market price of our common stock and could impair our ability to raise capital through the sale of our equity securities. See “Risk Factors—General Risk Factors—There is currently no market for our common stock, an active trading market may not develop or continue to be liquid and the market price of our common stock may be volatile.” No prediction can be made as to the effect, if any, future sales of shares or the availability of shares for future sales, will have on the market price of our common stock prevailing from time to time.

Sale of Restricted Shares

Upon the closing of this offering and the Concurrent Private Placement, we will have 162,840,000 shares of common stock outstanding.

Of the outstanding shares, the shares of common stock sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except that any shares of such class acquired by our affiliates, as that term is defined under Rule 144 of the Securities Act, may be sold only in compliance with the limitations described below.

Rule 144

In general, under Rule 144, beginning 90 days after the date of this prospectus, and subject to the lock-up agreements described below, a person who is not our affiliate and has not been our affiliate at any time during the preceding three months will be entitled to sell any common stock that such person has beneficially owned for at least six months, including the holding period of any prior owner other than one of our affiliates, without regard to volume limitations subject only to the availability of current public information about us (which requirement will cease to apply after such person has beneficially owned such shares for at least 12 months).

Without giving effect to any lock-up agreements, beginning 90 days after the date of this prospectus, our affiliates who have beneficially owned our common stock for at least six months, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell within any three-month period a number of shares that does not exceed the greater of:

- 1% of the number of shares of common stock then outstanding, which will equal approximately 1,628,400 shares immediately after this offering; and
- the average weekly trading volume in our common stock on the Nasdaq during the four calendar weeks preceding the date of filing of a Notice of Proposed Sale of Securities Pursuant to Rule 144 with respect to the sale.

Sales under Rule 144 by our affiliates are also subject to manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

In general, under Rule 701 under the Securities Act as currently in effect, an employee, director, officer, consultant or advisor who purchase shares of our common stock from us in connection with a compensatory stock or option plan or other written agreement before the effective date of this offering is eligible to resell such shares 90 days after the effective date of the registration statement of which this prospectus forms a part in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period restriction, contained in Rule 144.

Registration Statement of Form S-8

In addition to the issued and outstanding shares of our common stock, we intend to file a registration statement on Form S-8 to register an aggregate of approximately 4,000,000 shares of common stock reserved for issuance under our equity incentive programs. That registration statement will become effective upon filing and shares of common stock covered by such registration statement are eligible for sale in the public market immediately after the effective date of such registration statement (unless held by affiliates), subject to vesting and the lock-up agreements described below.

Registration Rights Agreement

See “Certain Relationships and Related Party Transactions—Relationship with Our Parent—Registration Rights Agreement”, which is incorporated by reference herein.

Lock-Up Agreements

The Company, its executive officers and directors, GHI and our Parent have agreed with the underwriters, subject to certain exceptions, not to dispose of or hedge any of their common stock or securities convertible into or exchangeable for shares of common stock during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC. This agreement does not apply to any existing employee benefit plans.

In addition, Bayview has agreed with the underwriters, us and the selling stockholder, subject to certain exceptions, not to dispose of or hedge any of their common stock or securities convertible into or exchangeable for shares of common stock during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with our prior written consent and the written consent of each of J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and GHI.

DESCRIPTION OF CERTAIN INDEBTEDNESS

The following is a summary of the material terms of certain of our indebtedness. The summary is qualified in its entirety by reference to the full text of the notes governing the terms of such indebtedness and the agreements pursuant to which the notes are issued.

2025 Senior Notes

On August 21, 2020, we issued $750 million aggregate principal amount of our 2025 Senior Notes. The 2025 Senior Notes will mature on August 21, 2025, unless previously redeemed. The 2025 Senior Notes are issued under an indenture (the "Indenture"), dated as of August 21, 2020 between us, as issuer, and The Bank of New York Mellon Trust Company, N.A., as the trustee.

Interest. The 2025 Senior Notes bear interest at the rate of 6.500% per year and are payable semi-annually in cash in arrears on February 15 and August 15 of each year, commencing on February 15, 2021.

Optional Redemption. The 2025 Senior Notes may be redeemed by us, in whole or in part, at any time prior to February 15, 2025, at our option, at a redemption price equal to 100% of the principal amount thereof, plus a "make-whole" premium and accrued and unpaid interest, if any, to, but not including, the redemption date. At any time, on and after February 15, 2025, we may redeem the 2025 Senior Notes, in whole or in part, at par plus accrued and unpaid interest, if any, to, but not including, the redemption date. In addition, at any time before August 15, 2022, we may on one or more occasions redeem up to 40% of the aggregate principal amount of the 2025 Senior Notes at a redemption price of 106.5% of the aggregate principal amount of the 2025 Senior Notes, plus accrued and unpaid interest, if any, to, but not including, the redemption date, with an amount not greater than the net cash proceeds from certain equity offerings.

Covenants. The Indenture governing the 2025 Senior Notes includes covenants that limit, among other things, our ability and our subsidiaries ability to: (i) incur or guarantee additional indebtedness or issue preferred stock; (ii) declare or pay dividends or make other distributions to holders of capital stock; (iii) redeem, repurchase, retire or acquire for value our capital stock or subordinated indebtedness of us; (iv) make investments; (v) transfer or sell assets, including capital stock of certain of our subsidiaries; (vi) create liens; (vii) place restrictions on the ability of certain of our subsidiaries to pay dividends or make other payments to us or certain of our subsidiaries; (viii) merge or consolidate, or sell, transfer, lease or dispose of substantially all assets; and (ix) enter into transactions with affiliates. Each of the covenants is subject to certain limitations and exceptions. Certain of the covenants cease to apply to the 2025 Senior Notes if, on any date following the issue date, the 2025 Senior Notes are rated investment grade by two or more of Standard & Poor's, Fitch Inc. and Moody's Investors Service, and no default or event of default has occurred and is continuing.

Change of Control. Subject to certain exceptions, upon the occurrence of a change of control triggering event, we must offer to purchase the 2025 Senior Notes at 101% of their principal amount, plus accrued and unpaid interest, if any, to, but not including, the redemption date.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF COMMON STOCK

The following is a general discussion of material U.S. federal income tax considerations with respect to the ownership and disposition of shares of our common stock applicable to non-U.S. holders who acquire such shares in this offering. This discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations promulgated thereunder, administrative rulings of the IRS and court decisions, each as in effect as of the date hereof. All of these authorities are subject to change and differing interpretations, possibly with retroactive effect, and any such change or differing interpretation could result in U.S. federal income tax consequences different from those discussed below.

For purposes of this discussion, the term "non-U.S. holder" means a beneficial owner of our common stock that is not, for U.S. federal income tax purposes, a partnership or any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized in the United States or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) it has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person for U.S. federal income tax purposes.

This discussion is limited to non-U.S. holders that acquire shares of our common stock pursuant to this offering and hold such shares as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a non-U.S. holder in light of that non-U.S. holder's particular circumstances or that may be applicable to non-U.S. holders subject to special treatment under U.S. federal income tax laws (including, for example, banks or other financial institutions, brokers or dealers in securities, traders in securities that elect mark-to-market treatment, insurance companies, "controlled foreign corporations," "passive foreign investment companies," tax-exempt entities, entities or arrangements treated as partnerships for U.S. federal income tax purposes or other "flow-through" entities and investors therein, certain former citizens or former long-term residents of the United States, holders who hold our common stock as part of a hedge, straddle, constructive sale or conversion transaction, and holders who own or have owned (directly, indirectly or constructively) 5% or more of our common stock (by vote or value)). In addition, this discussion does not address U.S. federal tax laws other than those pertaining to the U.S. federal income tax, nor does it address any aspects of the unearned income Medicare contribution tax pursuant to the Health Care and Education Reconciliation Act of 2010 or U.S. state, local or non-U.S. taxes. Prospective investors should consult with their own tax advisors regarding the U.S. federal, state, local, non-U.S. income and other tax considerations with respect to acquiring, holding and disposing of shares of our common stock.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds shares of our common stock, the tax treatment of a person treated as a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Persons that for U.S. federal income tax purposes are treated as a partnership or a partner in a partnership holding shares of our common stock should consult their tax advisors.

THIS DISCUSSION IS FOR GENERAL INFORMATION ONLY AND IS NOT INTENDED TO CONSTITUTE A COMPLETE DESCRIPTION OF ALL TAX CONSEQUENCES RELATING TO THE ACQUISITION, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK. PROSPECTIVE

HOLDERS OF OUR COMMON STOCK SHOULD CONSULT WITH THEIR TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THEM OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK, INCLUDING THE APPLICATION AND EFFECT OF ANY U.S. FEDERAL, STATE, LOCAL, NON-U.S. INCOME AND OTHER TAX LAWS.

Distributions

In general, subject to the discussion below regarding "effectively connected" dividends, the gross amount of any distribution we make to a non-U.S. holder with respect to its shares of our common stock will be subject to U.S. withholding tax at a rate of 30% to the extent the distribution constitutes a dividend for U.S. federal income tax purposes, unless the non-U.S. holder is eligible for an exemption from, or a reduced rate of, such withholding tax under an applicable income tax treaty and the non-U.S. holder provides proper certification of its eligibility for such exemption or reduced rate. A distribution with respect to shares of our common stock will constitute a dividend for U.S. federal income tax purposes to the extent of our current or accumulated earnings and profits, as determined for U.S. federal income tax purposes. To the extent any distribution does not constitute a dividend, it will be treated first as reducing the adjusted basis in the non-U.S. holder's shares of our common stock and then, to the extent it exceeds the non-U.S. holder's adjusted basis in its shares of our common stock, as gain from the sale or exchange of such stock. Any such gain will be subject to the treatment described below under "—Gain on Sale or Other Disposition of our Common Stock."

Dividends we pay with respect to our common stock to a non-U.S. holder that are effectively connected with the conduct by such non-U.S. holder of a trade or business within the United States (or, if required by an applicable income tax treaty, are attributable to a permanent establishment or a fixed base of such non-U.S. holder in the United States) generally will not be subject to U.S. withholding tax, as described above, if the non-U.S. holder complies with applicable certification and disclosure requirements. Instead, such dividends generally will be subject to U.S. federal income tax on a net income basis, at the U.S. federal income tax rates applicable to U.S. citizens, nonresident aliens or domestic corporations, as applicable. Dividends received by a non-U.S. holder that is a corporation and that are effectively connected with its conduct of trade or business within the United States may be subject to an additional "branch profits tax" at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty).

Gain on Sale or Other Disposition of our Common Stock

Subject to the discussion below under the heading "—Information Reporting and Backup Withholding," in general, a non-U.S. holder will not be subject to U.S. federal income tax on any gain realized upon the sale or other disposition of the non-U.S. holder's shares of our common stock unless:

- the gain is effectively connected with a trade or business carried on by the non-U.S. holder within the United States (or, if required by an applicable income tax treaty, is attributable to a permanent establishment or a fixed base of such non-U.S. holder in the United States);
- the non-U.S. holder is an individual and is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met; or
- we are or have been a U.S. real property holding corporation (a "USRPHC") for U.S. federal income tax purposes at any time during the shorter of the five-year period ending on the date of such disposition or such non-U.S. holder's holding period of such shares of our common stock.

Gain described in the first bullet immediately above generally will be subject to U.S. federal income tax on a net income tax basis, at the U.S. federal income tax rates applicable to U.S. citizens, nonresident aliens or domestic corporations, as applicable. A non-U.S. holder that is a corporation and that recognizes gain described in the first bullet immediately above may also be subject to branch profits tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) with respect to such effectively connected gain. An individual non-U.S. holder described in the second bullet immediately

above will be subject to a flat 30% tax (unless the non-U.S. holder is eligible for a lower rate under an applicable income tax treaty) on the gain from such sale or other disposition, which may be offset by U.S. source capital losses, if any, of the non-U.S. holder.

We believe we are not, and do not anticipate becoming, a USRPHC for U.S. federal income tax purposes. However, no assurance can be given that we are not or will not become a USRPHC. If we were or were to become a USRPHC, however, any gain recognized on a sale or other disposition of shares of our common stock by a non-U.S. holder that did not own (directly, indirectly or constructively) more than 5% of our common stock during the applicable period would not be subject to U.S. federal income tax, provided that our common stock is "regularly traded on an established securities market" (within the meaning of Section 897(c)(3) of the Code).

Information Reporting and Backup Withholding

We must report annually to the IRS and to each non-U.S. holder the amount of dividends paid to such non-U.S. holder and the tax withheld with respect to such dividends. These reporting requirements apply regardless of whether withholding was reduced or eliminated by an applicable tax treaty. Copies of any information returns may also be made available to the tax authorities in the country in which the non-U.S. holder resides or is established under the provisions of an applicable income tax treaty or agreement.

A non-U.S. holder generally will be subject to backup withholding (currently at a rate of 24%) on dividends paid with respect to such non-U.S. holder's shares of our common stock unless such holder certifies under penalties of perjury that, among other things, it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that such holder is a U.S. person as defined under the Code).

Information reporting and backup withholding generally is not required with respect to any proceeds from the sale or other disposition of our common stock by a non-U.S. holder outside of the United States through a foreign office of a foreign broker that does not have certain specified connections to the United States. However, if a non-U.S. holder sells or otherwise disposes of its shares of our common stock through a U.S. broker or the U.S. offices of a foreign broker, the broker will generally be required to report the amount of proceeds paid to the non-U.S. holder to the IRS, and may also be required to backup withhold on such proceeds unless such non-U.S. holder certifies under penalties of perjury that, among other things, it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that such holder is a U.S. person as defined under the Code). Information reporting will also apply if a non-U.S. holder sells its shares of our common stock through a foreign broker with certain specified connections to the United States, unless such broker has documentary evidence in its records that such non-U.S. holder is a non-U.S. person and certain other conditions are met, or such non-U.S. holder otherwise establishes an exemption (and the payor does not have actual knowledge or reason to know that such holder is a U.S. person as defined under the Code).

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder can be credited against the non-U.S. holder's U.S. federal income tax liability, if any, or refunded, provided that the required information is furnished to the IRS in a timely manner. Non-U.S. holders should consult their tax advisors regarding the application of the information reporting and backup withholding rules to them.

FATCA Withholding Requirements

Non-U.S. holders may be subject to U.S. withholding tax at a rate of 30% pursuant to Sections 1471 through 1474 of the Code, commonly referred to as the Foreign Account Tax Compliance Act ("FATCA"). This withholding tax may apply if a non-U.S. holder (or any foreign intermediary that receives a payment on a non-U.S. holder's behalf) does not comply with certain U.S. information reporting requirements. The payments potentially subject to this withholding tax include U.S.-source dividends. If FATCA is not complied with, the withholding tax described above will apply to payments of dividends received in

respect of common stock. Non-U.S. holders should consult their tax advisors regarding the possible implications of FATCA on their investment in the common stock.

UNDERWRITING

The Company, the selling stockholder and the underwriters named below have entered into an underwriting agreement with respect to the shares being offered. Subject to certain conditions, each underwriter has severally agreed to purchase from the selling stockholder the number of shares indicated in the following table. J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC are the representatives of the underwriters.

Underwriters	Number of Shares
J.P. Morgan Securities LLC	
Goldman Sachs & Co. LLC	
BofA Securities, Inc.	
Credit Suisse Securities (USA) LLC	
Citigroup Global Markets Inc.	
Deutsche Bank Securities, Inc.	
Keefe, Bruyette & Woods, Inc.	
BTIG LLC	
Dowling & Partners Securities LLC	
Total	22,576,140

The underwriters are committed to take and pay for all of the shares being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

The underwriters have an option to buy up to an additional 3,386,420 shares from the selling stockholder to cover sales by the underwriters of a greater number of shares than the total number set forth in the table above. They may exercise that option for 30 days. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

The following table shows the per share and total underwriting discount to be paid to the underwriters by the selling stockholder. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase 3,386,420 additional shares.

Paid by the Selling Stockholder	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Shares sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to $ per share from the initial public offering price. After the initial public offering of the shares, the representatives may change the offering price and the other selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

We, our executive officers and directors, GHI and our Parent have agreed with the underwriters, subject to certain exceptions, not to dispose of or hedge any of their common stock or securities convertible into or exchangeable for shares of common stock during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC. This agreement does not apply to any existing employee benefit plans. See "Shares Eligible for Future Sale" for a discussion of certain transfer restrictions.

Prior to this offering, there has been no public market for the shares. The initial public offering price has been negotiated among the Company, our Parent and the representatives. Among the factors to be considered in determining the initial public offering price of the shares, in addition to prevailing market conditions, will be the Company's historical performance, estimates of the business potential and earnings prospects of the Company, an assessment of the Company's management and the consideration of the above factors in relation to market valuation of companies in related businesses.

An application has been made to list the common stock on the Nasdaq under the symbol "ACT." In order to meet one of the requirements for listing the common stock on Nasdaq, the underwriters have undertaken to sell lots of 100 or more shares to a minimum of 400 beneficial holders.

In connection with the offering, the underwriters may purchase and sell shares of common stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A "covered short position" is a short position that is not greater than the amount of additional shares for which the underwriters' option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to cover the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option described above. "Naked" short sales are any short sales that create a short position greater than the amount of additional shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of the Company's stock, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the common stock. As a result, the price of the common stock may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on the Nasdaq, in the over-the-counter market or otherwise.

The Company estimates that its share of the total expenses of the offering will be approximately $1.4 million. These expenses include certain fees incurred in connection with this offering for which the Parent has agreed to pay or reimburse the Company, including accounting fees and expenses and certain legal fees.

The Company and the selling stockholder have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make in respect of those liabilities.

The underwriters and their respective affiliates are full-service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other

financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the Company and to persons and entities with relationships with the Company, for which they received or will receive customary fees and expenses. J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC were initial purchasers in the offering of the 2025 Senior Notes. In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Company (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Company. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Directed Share Program

At our request, the underwriters have reserved for sale, at the initial public offering price, up to 1,128,807 shares for sale at the public offering price to certain of our and our Parent's directors, officers and key employees through a directed share program. The number of shares available for sale to the general public will be reduced to the extent such persons purchase the reserved shares. Any reserved shares not so purchased will be offered by the underwriters to the general public on the same terms as the other shares offered by this prospectus. Shares purchased through the directed share program by certain of our and our Parent's directors, officers and key employees will be subject to lock-up restrictions with the underwriters.

Selling Restrictions

Canada

The shares may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions, and Ongoing Registrant Obligations. Any resale of the shares must be made in accordance with an exemption form, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

European Economic Area

This prospectus is not a prospectus for the purposes of the Prospectus Regulation (as defined below). This prospectus has been prepared on the basis that any offer of shares in any Member States of the European Economic Area (the "EEA") will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of shares. Accordingly any person making or intending to make an offer in that Member State of shares which are the subject of the offering

contemplated in this prospectus may only do so in circumstances in which no obligation arises for the Company or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Company nor the underwriters have authorized, nor do they authorize, the making of any offer of shares in circumstances in which an obligation arises for the Company or the underwriters to publish a prospectus for such offer.

In relation to each Member State, no offer to the public of any shares which are the subject of the offering contemplated by this prospectus ("Securities") may be made in that Member State, other than an offer to the public of any Securities in that Member State made at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under Article 2 of the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Securities shall require the Company or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation .

For the purposes of this provision, the expression an "offer to the public" in relation to any Securities in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any Securities to be offered so as to enable an investor to decide to purchase or subscribe for any Securities, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

This EEA selling restriction is in addition to any other selling restrictions set out in this prospectus.

United Kingdom

This prospectus is not a prospectus for the purposes of the UK Prospectus Regulation (as defined below). This prospectus has been prepared on the basis that any offer of shares in the United Kingdom will be made pursuant to an exemption under the UK Prospectus Regulation from the requirement to publish a prospectus for offers of shares. Accordingly any person making or intending to make an offer in the United Kingdom of shares which are the subject of the offering contemplated in this prospectus may only do so in circumstances in which no obligation arises for the Company or any of the underwriters to publish a prospectus pursuant to Section 85 of the Financial Services and Markets Act 2000 (as amended, the "FSMA") or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation in relation to such offer. Neither the Company nor the underwriters have authorized, nor do they authorize, the making of any offer of shares in circumstances in which an obligation arises for the Company or the underwriters to publish a prospectus for such offer.

No Securities have been offered or will be offered pursuant to the offering to the public in the United Kingdom other than under the following exemptions under the UK Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under Article 2 of the UK Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the UK Prospectus Regulation), subject to obtaining the prior consent of the representative for any such offer; or

(c) in any other circumstances falling within Section 86 of the FSMA,

provided that no such offer of the Securities shall require the Company or any underwriter to publish a prospectus pursuant to Section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to the Securities in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any Securities to be offered so as to enable an investor to decide to purchase or subscribe for any Securities and the expression "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended by the European Union (Withdrawal Agreement) Act 2020.

This prospectus may not be distributed or circulated to any person in the United Kingdom other than to (i) persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order"); (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Order; and (iii) other persons to whom it may lawfully be communicated (all such persons together being referred to as "relevant persons"). This prospectus is directed only at relevant persons. The shares will only be available to, and any initiation, offer or agreement to subscribe, purchase or otherwise acquire such shares will be engaged in only with, relevant persons. Other persons should not act or rely on this prospectus or any of its contents. This prospectus is being supplied to you solely for your information and may not be reproduced, redistributed or passed on to any other person or published, in whole or in part, for any other purpose.

Any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the ESMA) in connection with the issue or sale of the Securities may only be communicated or caused to be communicated in circumstances in which Section 21(1) of the ESMA does not apply to the Company.

All applicable provisions of the ESMA must be complied with in respect to anything done by any person in relation to the Securities in, from or otherwise involving the United Kingdom.

Each underwriter represents and agrees that:

it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Company; and

it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

Hong Kong

The shares have not been and will not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) ("Companies (Winding Up and Miscellaneous Provisions) Ordinance") or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) ("Securities and Futures Ordinance"), (ii) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to the shares have been or will be issued or have been or will be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the

securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Japan

The shares have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended), or the FIEA. The shares may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”)) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for 6 months after that corporation has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation’s securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore (“Regulation 32”).

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than $200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32.

Singapore Securities and Futures Act Product Classification—Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the SFA, the company has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the shares are “prescribed capital markets products” (as defined in the Securities and Futures (Capital Markets Products)

Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

LEGAL MATTERS

The validity of the common stock offered hereby will be passed upon for us by Sidley Austin LLP. Certain legal matters will be passed upon for us by Evan Stolove, our Senior Vice President and General Counsel. Certain legal matters will be passed upon for the underwriters by Cleary Gottlieb Steen & Hamilton LLP. Skadden, Arps, Slate, Meagher & Flom LLP is acting as legal counsel to Genworth Financial, Inc.

EXPERTS

The consolidated financial statements of EHI as of December 31, 2020 and 2019, and for the years ended December 31, 2020 and 2019, have been included herein in reliance on the report of KPMG LLP, independent registered public accounting firm, appearing elsewhere herein and upon the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 with respect to the common stock being sold in this offering. This prospectus constitutes a part of that registration statement. This prospectus does not contain all the information set forth in the registration statement and the exhibits and schedules to the registration statement, because some parts have been omitted in accordance with the rules and regulations of the SEC. For further information with respect to us and our common stock being sold in this offering, you should refer to the registration statement and the exhibits and schedules filed as part of the registration statement. If a contract or document has been filed as an exhibit to the registration statement, we refer you to the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit.

We are not currently subject to the informational requirements of the Exchange Act. As a result of this offering, we will become subject to the informational requirements of the Exchange Act and, in accordance therewith, will file reports and other information with the SEC. The SEC maintains a website (http://www.sec.gov) that contains reports, proxy and information statements and other information that we file electronically with the SEC. We also maintain a website at https://mortgageinsurance.genworth.com/. Our website, and the information contained on or accessible through our website, is not part of, and is not incorporated by reference into, this prospectus.

INDEX OF CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholder and Board of Directors

Enact Holdings, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Enact Holdings, Inc. (formerly Genworth Mortgage Holdings, Inc.) and subsidiaries (the Company) as of December 31, 2020 and 2019, the related consolidated statements of income, comprehensive income, changes in equity, and cash flows for each of the years in the two-year period ended December 31, 2020, and the related notes and financial statement schedules I to II (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 2019.

Raleigh, North Carolina

March 23, 2021, except for Notes 15 and 16 as to which the date is May 3, 2021

ENACT HOLDINGS, INC.

CONSOLIDATED BALANCE SHEETS

(Amounts in thousands, except par value per share amount)	December 31, 2020	December 31, 2019
Assets		
Fixed maturity securities available-for-sale, at fair value (amortized cost $4,781,916 and $3,643,347)	$ 5,046,596	$ 3,764,432
Cash and cash equivalents	452,794	585,058
Accrued investment income	29,210	24,159
Deferred acquisition costs	28,872	30,332
Premiums receivable	46,464	41,161
Other assets	48,774	54,811
Deferred tax asset	—	2,971
Total assets	**$ 5,652,710**	**$ 4,502,924**
Liabilities and equity		
Liabilities:		
Loss reserves	$ 555,679	$ 235,062
Unearned premiums	306,945	383,458
Other liabilities	133,302	57,329
Long-term borrowings	738,162	—
Deferred tax liability	36,811	—
Total liabilities	**1,770,899**	**675,849**
Equity:		
Common stock, $0.01 par value; 600,000 shares authorized; 162,840 shares issued and outstanding	1,628	1,628
Additional paid-in capital	2,368,699	2,361,978
Accumulated other comprehensive income (loss)	208,378	93,431
Retained earnings	1,303,106	1,370,038
Total equity	**3,881,811**	**3,827,075**
Total liabilities and equity	**$ 5,652,710**	**$ 4,502,924**

See Notes to Consolidated Financial Statements

ENACT HOLDINGS, INC.

CONSOLIDATED STATEMENTS OF INCOME

(Amounts in thousands, except per share amounts)	Years ended December 31, 2020	2019
Revenues:		
Premiums	$ 971,365	$ 856,976
Net investment income	132,843	116,927
Net investment gains (losses)	(3,324)	718
Other income	5,575	4,232
Total revenues	**1,106,459**	**978,853**
Losses and expenses:		
Losses incurred	379,834	49,850
Acquisition and operating expenses, net of deferrals	215,024	195,768
Amortization of deferred acquisition costs and intangibles	20,939	15,065
Interest expense	18,244	—
Total losses and expenses	**634,041**	**260,683**
Income before income taxes and change in fair value of unconsolidated affiliate	**472,418**	**718,170**
Provision for income taxes	101,997	155,832
Income before change in fair value of unconsolidated affiliate	**370,421**	**562,338**
Change in fair value of unconsolidated affiliate, net of tax	—	115,290
Net income	**$ 370,421**	**$ 677,628**
Net income per common share—basic and diluted	$ 2.27	$ 4.16
Weighted average common shares outstanding—basic and diluted	162,840	162,840

See Notes to Consolidated Financial Statements

ENACT HOLDINGS, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(Amounts in thousands)	Years ended December 31, 2020	2019
Net income	$ 370,421	$ 677,628
Other comprehensive income, net of taxes:		
Net unrealized gains on securities not other-than temporarily impaired	114,947	119,953
Total comprehensive income	**$ 485,368**	**$ 797,581**

See Notes to Consolidated Financial Statements

ENACT HOLDINGS, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

(Amounts in thousands)	Common stock	Additional paid-in capital	Accumulated other comprehensive income (loss)	Retained earnings	Total equity
Balance December 31, 2018	**$ 1,628**	**$ 2,356,223**	**$ (26,522)**	**$ 942,410**	**$ 3,273,739**
Comprehensive income:					
Net income	—	—	—	677,628	677,628
Other comprehensive income, net of taxes	—	—	119,953	—	119,953
Dividends to Genworth	—	—	—	(250,000)	(250,000)
Capital contributions from Genworth	—	5,755	—	—	5,755
Balance December 31, 2019	**1,628**	**2,361,978**	**93,431**	**1,370,038**	**3,827,075**
Comprehensive income:					
Net income	—	—	—	370,421	370,421
Other comprehensive income, net of taxes	—	—	114,947	—	114,947
Dividends to Genworth	—	—	—	(437,353)	(437,353)
Capital contributions from Genworth	—	6,721	—	—	6,721
Balance December 31, 2020	**$ 1,628**	**$ 2,368,699**	**$ 208,378**	**$ 1,303,106**	**$ 3,881,811**

See Notes to Consolidated Financial Statements

ENACT HOLDINGS, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(Amounts in thousands)	Years ended December 31, 2020	2019
Cash flows from operating activities:		
Net income	$ 370,421	$ 677,628
Adjustments to reconcile net income to net cash provided by operating activities:		
Net (gains) losses on investments	3,324	(718)
Amortization of fixed maturity securities discounts and premiums	(5,354)	(2,594)
Amortization of deferred acquisition costs and intangibles	20,939	15,065
Acquisition costs deferred	(12,722)	(10,618)
Deferred income taxes	11,133	56,731
Change in fair value of investment in unconsolidated affiliate, excluding cash dividend	—	(85,491)
Other	6,720	6,220
Change in certain assets and liabilities:		
Accrued investment income	(5,051)	(2,237)
Premiums receivable	(5,303)	(1,155)
Other assets	5,031	(31,599)
Loss reserves	320,617	(62,817)
Unearned premiums	(76,513)	(38,330)
Other liabilities	71,108	(20,065)
Net cash provided by operating activities	**704,350**	**500,020**
Cash flows from investing activities:		
Purchases of fixed maturity securities available-for-sale	(1,942,464)	(951,281)
Proceeds from sales of fixed maturity securities available-for-sale	278,482	257,710
Maturities of fixed maturity securities available-for-sale	527,070	359,311
Proceeds from sale of investment in unconsolidated affiliate	—	510,247
Net cash provided by (used in) investing activities	**(1,136,912)**	**175,987**
Cash flows from financing activities:		
Proceeds from the issuance of long-term debt	737,651	—
Dividends paid to Genworth	(437,353)	(250,000)
Net cash provided by (used in) financing activities	**300,298**	**(250,000)**
Net (decrease) increase in cash and cash equivalents	(132,264)	426,007
Cash and cash equivalents at beginning of year	585,058	159,051
Cash and cash equivalents at end of year	**$ 452,794**	**$ 585,058**
Supplementary disclosure of cash flow information:		
Non-cash contributions of capital from Genworth	$ 6,721	$

See Notes to Consolidated Financial Statements

(1) Nature of business and organization structure

Nature of Business

Enact Holdings, Inc. ("EHI," together with its subsidiaries, the "Company," "we," "us," or "our") (formerly known as Genworth Mortgage Holdings, Inc.) has been a wholly owned subsidiary of Genworth Financial, Inc. ("Genworth" or "Parent") since EHI's incorporation in Delaware in 2012. On May 3, 2021, EHI amended its certificate of incorporation to change its name from Genworth Mortgage Holdings, Inc. This amendment also authorized EHI to issue 600,000,000 shares of common stock, each having a par value of $0.01 per share. Concurrently, we entered into a share exchange agreement with Genworth Holdings, Inc. ("Genworth Holdings"), pursuant to which Genworth Holdings exchanged the 100 shares of our common stock owned by it, representing all of our issued and outstanding capital stock, for 162,840,000 newly-issued shares of common stock, par value $0.01, of EHI. All of the share and per share information presented in the consolidated financial statements, notes to the consolidated financial statements, and supplemental schedules to the financial statements has been adjusted to reflect the share exchange on a retroactive basis for all periods and as of all dates presented.

On November 29, 2019, Genworth completed a holding company reorganization whereby Genworth contributed 100% of the issued and outstanding voting securities of the Company to Genworth Holdings. Post-contribution, we are a direct, wholly owned subsidiary of Genworth Holdings, and Genworth Holdings is still a direct, wholly owned subsidiary of Genworth. We are engaged in the business of writing and assuming residential mortgage guaranty insurance. The insurance protects lenders and investors against certain losses resulting from nonpayment of loans secured by mortgages, deeds of trust, or other instruments constituting a lien on residential real estate.

We offer private mortgage insurance products predominantly insuring prime-based, individually underwritten residential mortgage loans ("primary mortgage insurance"). Our primary mortgage insurance enables borrowers to buy homes with a down payment of less than 20% of the home's value. Primary mortgage insurance also facilitates the sale of these low down payment mortgage loans in the secondary mortgage market, most of which are sold to government sponsored enterprises. We also selectively enter into insurance transactions with lenders and investors, under which we insure a portfolio of loans at or after origination.

We operate our business through our primary insurance subsidiary, Genworth Mortgage Insurance Corporation ("GMICO"), with operations in all 50 states and the District of Columbia. GMICO is an approved insurer by the Federal National Mortgage Association ("Fannie Mae") and the Federal Home Loan Mortgage Corporation ("Freddie Mac"). Fannie Mae and Freddie Mac are government-sponsored enterprises and we refer to them collectively as the "GSEs."

We also perform fee-based contract underwriting services for mortgage lenders. The provision of underwriting services by mortgage insurers eliminates the duplicative lender and mortgage insurer underwriting activities and expedites the approval process.

We operate our business in a single segment, which is how our chief operating decision maker (who is our chief executive officer) reviews our financial performance and allocates resources. Our segment includes a run-off insurance block with reference properties in Mexico ("run-off business"), which is immaterial to our consolidated financial statements.

On July 20, 2020, Genworth reached a settlement agreement with AXA S.A. ("AXA") regarding a dispute over payment protection insurance mis-selling claims sold by Genworth's former lifestyle protection insurance business that was acquired by AXA in 2015. As part of the settlement agreement, Genworth issued a secured promissory note agreeing to pay AXA in two installments in 2022, unless certain events occur that trigger mandatory prepayments, as well as a significant portion of future claims

that are still being processed which will be part of the second installment payment in 2022. As of December 31, 2020, Genworth owed £425 million ($581 million) to AXA under the settlement agreement. Subsequent to the balance sheet date, on March 3, 2021, Genworth repaid the installment payment due to AXA in June 2022 and a portion of the installment payment due to AXA in September 2022 from cash proceeds received from the sale of Genworth's Australian mortgage insurance business (the "March 2021 Mandatory Payment"). After applying the March 2021 Mandatory Payment, Genworth owes approximately £247 million ($338 million) to AXA, which is subject to increase. Under the terms of the secured promissory note, as amended, Genworth pledged as collateral to AXA a 19.9% security interest in our outstanding common stock. Unless an event of default has occurred under the Promissory Note, AXA does not have the right to sell or repledge the collateral and the security interest does not entitle AXA to voting rights. The collateral will be released back to Genworth upon full repayment of the promissory note. Accordingly, the collateral arrangement has no impact on our consolidated financial statements.

(2) Summary of significant accounting policies

Emerging Growth Company Status

We currently qualify as an "emerging growth company" ("EGC") because, at the time of initial confidential submission of our registration statement, our gross revenue for the then most recently ended fiscal year (the year ended December 31, 2019) was less than $1.07 billion. Because our gross revenue for the fiscal year ended December 31, 2020, exceeded $1.07 billion, we will cease to qualify as an EGC upon consummation of our initial public offering ("IPO"). As a result, we qualify as an EGC and will continue as such until the earlier of the date on which we consummate our IPO or the end of the one-year period beginning on the date we cease to be an EGC under a registration statement as defined by the Securities and Exchange Commission. Because we currently qualify as an EGC, we are permitted to apply new accounting standards under an extended transition period available to private companies and take advantage of reduced reporting requirements in these financial statements. We have elected to apply the extended transition periods for new accounting standards applicable to private companies, and reduced reporting requirements, as further described below.

Basis of Presentation

Our consolidated financial statements have been prepared on the basis of United States generally accepted accounting principles ("U.S. GAAP"). Preparing financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect reported amounts and related disclosures. Actual results could differ from those estimates. Certain prior year amounts have been reclassified to conform to the current year presentation. Potential impacts, risks and uncertainties of the coronavirus pandemic ("COVID-19") may include declines in investment valuations and impairments, deferred acquisition cost ("DAC") or intangible assets impairments or the acceleration of amortization, deferred tax recoverability and increases to loss reserves, among other matters.

Our consolidated financial statements have been prepared on a standalone basis and were derived from the consolidated financial statements and accounting records of Genworth. The consolidated financial statements include the accounts of EHI, its subsidiaries and those entities required to be consolidated under the applicable accounting standards. All intercompany transactions and balances have been eliminated.

The consolidated financial statements include allocations of certain Genworth expenses. We believe the assumptions and methodologies underlying the allocation of these expenses are reasonable. The allocated expenses relate to various services that have historically been provided to us by Genworth, including investment management, information technology services and administrative services (such as finance, human resources, employee benefit administration and legal). These allocations were made on a direct usage basis when identifiable, with the remainder allocated on the basis of equity, proportional

effort or other relevant measures. Expenses allocated to us are not necessarily representative of the amounts that would have been incurred had we operated independently of Genworth. See Note 11 for further information regarding the allocation of Genworth expenses.

Premiums

For monthly insurance contracts, we report premiums as revenue over the period that coverage is provided. For single premium mortgage insurance contracts, we report premiums over the estimated policy life in accordance with the expected pattern of risk emergence as further described in our accounting policy for unearned premiums. In addition, we refund post-delinquent premiums received to the insured party if the delinquent loan goes to claim. We record a liability for premiums received on the delinquent loans consistent with our expectations of ultimate claim rates.

Net Investment Income and Net Investment Gains and Losses

Investment income is recognized when earned. Income or loss upon call or prepayment of available-for-sale fixed maturity securities is recognized in net investment income, except for hybrid securities where the income or loss upon call is recognized in net investment gains and losses. Investment gains and losses are calculated on the basis of specific identification on the trade date.

Investment income on asset-backed securities is initially based upon yield, cash flow and prepayment assumptions at the date of purchase. Subsequent revisions in those assumptions are recorded using the retrospective or prospective method. Under the retrospective method used for asset-backed securities of high credit quality (ratings equal to or greater than “AA” or that are backed by a U.S. agency) which cannot be contractually prepaid in such a manner that we would not recover a substantial portion of the initial investment, amortized cost of the security is adjusted to the amount that would have existed had the revised assumptions been in place at the date of purchase. The adjustments to amortized cost are recorded as a charge or credit to net investment income. Under the prospective method, which is used for all other asset-backed securities, future cash flows are estimated, and interest income is recognized going forward using the new internal rate of return.

Other Income

Other income primarily includes underwriting fee revenue and other revenue. Underwriting fee revenue is earned for underwriting services provided on a per-unit or per-diem basis, as defined in the underwriting agreements. Underwriting fee revenue is recognized at the point in time when the service obligation is satisfied.

Investments

Our investment portfolio is managed by Genworth. We conduct the purchases, sales, and related investment management decisions with the advice of Genworth. As part of these services, we are charged an investment management fee, as agreed between both parties. These fees are charged to investment expense and are included in net investment income in the consolidated statements of income. Refer to Note 11 for further details.

Fixed maturity securities classified as available-for-sale are reported in our consolidated balance sheets at fair value. Our portfolio of fixed maturity securities comprises primarily investment grade securities. Changes in the fair value of available-for-sale fixed maturity securities, net of deferred income taxes, are reflected as unrealized investment gains or losses in a separate component of accumulated other comprehensive income (“OCI”).

Other-Than-Temporary Impairments on Available-For-Sale Securities

As of each balance sheet date, we evaluate securities in an unrealized loss position for other-than-temporary impairments. For debt securities, we consider all available information relevant to the collectability of the security, including information about past events, current conditions, and reasonable and supportable forecasts, when developing the estimate of cash flows expected to be collected. More specifically for asset-backed securities, we also utilize performance indicators of the underlying assets including default or delinquency rates, loan to collateral value ratios, third-party credit enhancements, current levels of subordination, vintage and other relevant characteristics of the security or underlying assets to develop our estimate of cash flows. Estimating the cash flows expected to be collected is a quantitative and qualitative process that incorporates information received from third-party sources along with certain internal assumptions and judgments regarding the future performance of the underlying collateral. Where possible, this data is benchmarked against third-party sources.

We recognize other-than-temporary impairments on debt securities in an unrealized loss position when one of the following circumstances exists:

- we do not expect full recovery of our amortized cost basis when due,
- the present value of cash flows expected to be collected is less than our amortized cost basis,
- we intend to sell a security, or
- it is more likely than not that we will be required to sell a security prior to recovery.

Total other-than-temporary impairments that emerged in the current period are calculated as the difference between the amortized cost and fair value. For other-than-temporarily impaired securities where we do not intend to sell the security and it is not more likely than not that we will be required to sell the security prior to recovery, total other-than-temporary impairments are adjusted by the portion of other-than-temporary impairments recognized in OCI (“non-credit”). Net other-than-temporary impairments recorded in net income (loss) represent the credit loss on the other-than-temporarily impaired securities with the offset recognized as an adjustment to the amortized cost to determine the new amortized cost basis of the securities.

For securities that were deemed to be other-than-temporarily impaired and a non-credit loss was recorded in OCI, the amount recorded as an unrealized gain (loss) represents the difference between the current fair value and the new amortized cost for each period presented. The unrealized gain (loss) on an other-than-temporarily impaired security is recorded as a separate component in OCI until the security is sold or until we record an other-than-temporary impairment where we intend to sell the security or will be required to sell the security prior to recovery.

To estimate the amount of other-than-temporary impairment attributed to credit losses on debt securities where we do not intend to sell the security and it is not more likely than not that we will be required to sell the security prior to recovery, we determine our best estimate of the present value of the cash flows expected to be collected from a security using the effective yield on the security prior to recording any other-than-temporary impairment. If the present value of the discounted cash flows is lower than the amortized cost of the security, the difference between the present value and amortized cost represents the credit loss associated with the security with the remaining difference between fair value and amortized cost recorded as a non-credit other-than-temporary impairment in OCI.

The evaluation of other-than-temporary impairments is subject to risks and uncertainties and is intended to determine the appropriate amount and timing for recognizing an impairment charge. The assessment of whether such impairment has occurred is based on management’s best estimate of the cash flows expected to be collected at the individual security level. We regularly monitor our investment

portfolio to ensure that securities that may be other-than-temporarily impaired are identified in a timely manner and that any impairment charge is recognized in the proper period.

While the other-than-temporary impairment model for debt securities generally includes fixed maturity securities, there are certain hybrid securities that are classified as fixed maturity securities where the application of a debt impairment model depends on whether there has been any evidence of deterioration in credit of the issuer, such as a downgrade to below investment grade. Under certain circumstances, evidence of deterioration in credit of the issuer may result in the application of the equity securities impairment model where we recognize an impairment charge in the period in which we determine that the security would not recover to book value within a reasonable period of time. We determine what constitutes a reasonable period on a security-by-security basis based upon consideration of all the evidence available to us, including the magnitude of an unrealized loss and its duration. In any event, this period does not exceed 15 months. We measure other-than-temporary impairments based upon the difference between the amortized cost of a security and its fair value.

Investment in Unconsolidated Affiliate

Investments in which we are deemed to exert significant influence, but not control, are accounted for using the equity method of accounting except in cases where the fair value option has been elected. For such investments where we have elected the fair value option, the election is irrevocable and is applied on an investment by investment basis at initial recognition. The change in fair value of such investments is included within change in fair value of unconsolidated affiliate in the consolidated statements of income. See Note 3 for details.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. We have fixed maturity securities, which are carried at fair value, and previously had an investment in an unconsolidated affiliate for which the fair value option had been elected.

Fair value measurements are based upon observable and unobservable inputs. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect our view of market assumptions in the absence of observable market information. We utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs.

All assets and liabilities carried at fair value are classified and disclosed in one of the following three categories:

- Level 1—Quoted prices for identical instruments in active markets.
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations for which inputs are observable or where those significant value drivers are observable.
- Level 3—Instruments for which significant value drivers are unobservable.

Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as equity securities and actively traded mutual fund investments.

Level 2 includes those financial instruments that are valued using industry-standard pricing methodologies, models or other valuation methodologies. These models are primarily industry-standard models that consider various inputs, such as interest rate, credit spread and foreign exchange rates for the underlying financial instruments. All significant inputs are observable, or derived from observable,

information in the marketplace or are supported by observable levels at which transactions are executed in the marketplace. Financial instruments in this category primarily include: certain public and private corporate fixed maturity securities; government or agency securities; and certain asset-backed securities.

Level 3 comprises financial instruments whose fair value is estimated based on industry-standard pricing methodologies and internally developed models utilizing significant inputs not based on, nor corroborated by, readily available market information. In certain instances, this category may also utilize non-binding broker quotes. This category primarily consists of certain less liquid fixed maturity securities where we cannot corroborate the significant valuation inputs with market observable data.

As of each reporting period, all assets and liabilities recorded at fair value are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability, such as the relative impact on the fair value as a result of including a particular input. We review the fair value hierarchy classifications each reporting period. Changes in the observability of the valuation attributes may result in a reclassification of certain financial assets or liabilities. Such reclassifications are reported as transfers in and out of Level 3 at the beginning fair value for the reporting period in which the changes occur. See Note 4 for additional information related to fair value measurements.

Cash and Cash Equivalents

Certificates of deposit, money market funds and other highly liquid investments with original maturities of three months or less are considered cash equivalents in the consolidated balance sheets and consolidated statements of cash flows. Items with maturities greater than three months but less than one year at the time of acquisition are generally considered short-term investments.

Accrued Investment Income

Accrued investment income consists primarily of interest. Interest is recognized on an accrual basis, and dividends are recorded as earned on the ex-dividend date. Interest income is not recorded on fixed maturity securities in default and fixed maturity securities delinquent more than 90 days or where collection of interest is improbable.

Deferred Acquisition Costs

Acquisition costs include costs that are directly related to the successful acquisition of new insurance contracts. Acquisition costs are deferred and amortized to the extent they are recoverable from future profits. Acquisition costs primarily consist of underwriting costs and are amortized in proportion to estimated gross profit. Judgment is used in evaluating these estimates and the assumptions on which they are based. The use of different assumptions may have a significant effect on the amortization of deferred acquisition costs.

Deferred acquisition costs were $28.9 million and $30.3 million for the years ended December 31, 2020 and 2019, respectively. Amortization of DAC was $14.2 million and $8.4 million for the years ended December 31, 2020 and 2019, respectively, and was included within amortization of deferred acquisition costs and intangibles in the consolidated statements of income.

Premium Deficiency Reserves (“PDR”)

Premium deficiency reserves are established, if necessary, when the present value of expected future losses and expenses exceeds the present value of expected future premium and already established reserves. The discount rate used in the calculation is based upon our pretax investment yield. We do not utilize anticipated investment income on our assets when evaluating the need for a PDR. The calculation

of premium deficiency reserves requires the use of significant judgments and estimates to determine the present value of future premium and present value of expected losses and expenses in our business. The differences between the actual results and our estimates could vary materially. We completed a PDR analysis as of December 31, 2020 and 2019, and determined that no PDR was required.

Reinsurance

Premium revenue, benefits and acquisition and operating expenses, net of deferrals, are reported net of the amounts relating to reinsurance ceded to other companies. The cost of reinsurance is accounted for over the terms of the related treaties using assumptions consistent with those used to account for the underlying reinsured policies. See Note 6 for details.

Loss Reserves

Loss reserves represents the amount needed to provide for the estimated ultimate cost of settling claims relating to insured events that have occurred on or before the end of the respective reporting period. The estimated liability includes requirements for future payments of: (a) losses that have been reported to the insurer; (b) losses related to insured events that have occurred but that have not been reported to the insurer as of the date the liability is estimated; and (c) loss adjustment expenses ("LAE"). Loss adjustment expenses include costs incurred in the claim settlement process such as legal fees and costs to record, process and adjust claims. Consistent with U.S. GAAP and industry accounting practices, we do not establish loss reserves for future claims on insured loans that are not in default or believed to be in default.

Estimates and actuarial assumptions used for establishing loss reserves involve the exercise of significant judgment, and changes in assumptions or deviations of actual experience from assumptions can have material impacts on our loss reserves and net income (loss). Because these assumptions relate to factors that are not known in advance, change over time, are difficult to accurately predict and are inherently uncertain, we cannot determine with precision the ultimate amounts we will pay for actual claims or the timing of those payments. The sources of uncertainty affecting the estimates are numerous and include factors internal and external to us. Internal factors include, but are not limited to, changes in the mix of exposures, loss mitigation activities and claim settlement practices. Significant external influences include changes in home prices, unemployment, government housing policies, state foreclosure timeline, general economic conditions, interest rates, tax policy, credit availability, and mortgage products. Small changes in assumptions or small deviations of actual experience from assumptions can have, and in the past have had, material impacts on our reserves, results of operations and financial condition.

We establish reserves to recognize the estimated liability for losses and LAE related to defaults on insured mortgage loans. Loss reserves are established by estimating the number of loans in our inventory of delinquent loans that will result in a claim payment, which is referred to as the claim rate, and further estimating the amount of the claim payment, which is referred to as claim severity. The estimates are determined using a factor-based approach, in which assumptions of claim rates for loans in default and the average amount paid for loans that result in a claim are calculated using traditional actuarial techniques. Over time, as the status of the underlying delinquent loans moves toward foreclosure and the likelihood of the associated claim loss increases, the amount of the loss reserves associated with the potential claims may also increase.

Management monitors actual experience, and where circumstances warrant, will revise its assumptions. Our liability for loss reserves is reviewed regularly, with changes in our estimates of future claims recorded through net income. Estimation of losses are based on historical claim and cure experience and covered exposures and is inherently judgmental. Future developments may result in losses greater or less than the liability for loss reserves provided.

Unearned Premiums

Premiums written on single premium policies and annual premium policies are initially deferred as unearned premium reserve and earned over the policy life. A portion of the revenue from single premium policies is recognized in premiums earned in the current period, and the remaining portion is deferred as unearned premiums and earned over the estimated expiration of risk of the policy. If single premium policies are cancelled and the premium is non-refundable, then the remaining unearned premium related to each cancelled policy is recognized to earned premiums upon notification of the cancellation. For borrower-paid mortgage insurance, coverage ceases at the earlier of prepayment, or when the original principal is amortized to a 78% loan-to-value ratio in accordance with the Homeowners Protection Act of 1998.

We periodically review our premium earnings recognition models with any adjustments to the estimates reflected as a cumulative adjustment on a retrospective basis in current period net income. These reviews include the consideration of recent and projected loss and policy cancellation experience, and adjustments to the estimated earnings patterns are made, if warranted. In 2019, the review resulted in an increase in earned premiums of $13.7 million.

Share-Based Compensation

Certain of our employees participate in Genworth's incentive plans, under which our employees may be granted share-based awards, including stock options. Compensation expense is recognized based on a grant date fair value, adjusted for expected forfeitures, through the income statement over the respective vesting period of the awards. See Note 10 for additional information related to share-based compensation.

Employee Benefit Plans

Our employees are provided a number of Genworth employee benefits. Genworth, as sponsor of these employee benefit plans, is ultimately responsible for maintenance of these plans in compliance with applicable laws. The plans are accounted for by Genworth in accordance with relevant accounting guidance. We account for these employee benefit plans as multiemployer benefit plans. Accordingly, we do not record an asset or liability to recognize the funded status of the employee benefit plans. Expenses related to employee benefits are included within acquisition and operating expenses, net of deferrals in the consolidated statements of income. See Note 9 for additional information related to employee benefits.

Income Taxes

We determine deferred tax assets and/or liabilities by multiplying the differences between the financial reporting and tax reporting bases for assets and liabilities by the enacted tax rates expected to be in effect when such differences are recovered or settled if there is no change in law. The effect on deferred taxes of a change in tax rates is recognized in net income (loss) in the period that includes the enactment date. Valuation allowances on deferred tax assets are estimated based on our assessment of the realizability of such amounts.

We have elected to participate in a single U.S. consolidated income tax return filing (the "Genworth consolidated return"). All Genworth companies domesticated in the United States are included in the Genworth consolidated return as allowed by the tax law and regulations. We have a tax sharing agreement in place and all intercompany balances related to this agreement are settled at least annually. Refer to Note 8 for further details.

Variable Interest Entities

We are involved in certain entities that are considered variable interest entities ("VIEs") as defined under U.S. GAAP, and, accordingly, we evaluate the VIE to determine whether we are the primary beneficiary and are required to consolidate the assets and liabilities of the entity. The primary beneficiary of a VIE is the enterprise that has the power to direct the activities of a VIE that most significantly impacts the VIE's economic performance and has the obligation to absorb losses or receive benefits that could potentially be significant to the VIE. The determination of the primary beneficiary for a VIE can be complex and requires management judgment regarding the expected results of the entity and how those results are absorbed by variable interest holders, as well as which party has the power to direct activities that most significantly impact the performance of the VIEs.

Our involvement with VIEs consists of excess of loss reinsurance agreements with special purpose insurers domiciled in Bermuda. Triangle Re 2019-1 Ltd. ("Triangle Re 2019-1") and Triangle Re 2020-1 Ltd. ("Triangle Re 2020-1") finance the reinsurance coverage by issuing mortgage insurance-linked notes to unaffiliated investors. The assets of the VIEs are deposited in reinsurance trusts for our benefit that will be the source of reinsurance claim payments. Our involvement with these VIEs does not result in the unilateral power to direct the activities that most significantly affect the VIEs' economic performance or result in the obligation to absorb losses or the right to receive benefits. Accordingly, consolidation of the VIEs is not required. See Note 6 for details.

Accounting Pronouncements Adopted

Fair Value Disclosures

On January 1, 2020, we adopted new accounting guidance related to fair value disclosure requirements as part of the FASB's disclosure framework project. The guidance adds, eliminates and modifies certain disclosure requirements for fair value measurements. The guidance includes new disclosure requirements related to changes in unrealized gains and losses included in other comprehensive income (loss) for recurring Level 3 fair value measurements held at the end of the reporting period and the range and weighted-average of significant unobservable inputs used to develop Level 3 fair value measurements. We adopted this new accounting guidance using the prospective method for disclosures related to changes in unrealized gains and losses included in other comprehensive income (loss) for recurring Level 3 fair value measurements held at the end of the reporting period, the range and weighted-average of significant unobservable inputs used to develop Level 3 fair value measurements and the narrative description of measurement uncertainty and the retrospective method for all other disclosures. This accounting guidance did not impact our consolidated financial statements but impacted our fair value disclosures.

Reference Rate Reform

In March 2020 and January 2021, the FASB issued new accounting guidance related to reference rate reform, which was effective for us on January 1, 2020. The guidance provides temporary guidance to ease the potential burden in accounting for, or recognizing the effects of, reference rate reform, which includes the transition away from the London Interbank Offered Rate ("LIBOR") and other interbank offered rates to alternative reference rates, such as the Secured Overnight Financing Rate. This new guidance provides optional practical expedients and exceptions for applying generally accepted accounting principles to investments, derivatives or other transactions affected by reference rate reform. In addition to the optional practical expedients, the guidance includes a general principle that permits an entity to consider contract modifications due to reference rate reform to be an event that does not require contract remeasurement at the modification date or reassessment of a previous accounting determination. We adopted this guidance prospectively and it did not have a significant impact on our consolidated financial statements or disclosures. However, the amendments in this guidance may be

elected over time through December 31, 2022, as reference rate reform activities occur and therefore, this guidance may impact our procedures as we implement measures to transition away from LIBOR.

Amortization Period of Certain Callable Debt Securities Held at a Premium

On January 1, 2019, we adopted new accounting guidance related to shortening the amortization period of certain callable debt securities held at a premium. The guidance requires the premium to be amortized to the earliest call date. This change does not apply to securities held at a discount. We adopted this new accounting guidance using the modified retrospective method, which did not have a significant impact on our consolidated financial statements at adoption.

Accounting for Leases

On January 1, 2019, we adopted new accounting guidance related to the accounting for leases. The new guidance generally requires lessees to recognize both a right-of-use asset and a corresponding lease liability on the balance sheet. We adopted this new accounting guidance using the effective date transition method, which permits entities to apply the new lease standard using a modified retrospective transition approach at the date of adoption. The package of practical expedients was also elected upon adoption. Upon adoption we recorded a $22.6 million right-of-use asset related to operating leases and a $23.4 million lease liability. In addition, we de-recognized accrued rent expense of $0.8 million recorded under the previous accounting guidance. The right-of-use asset and the lease liability are included in other assets and other liabilities, respectively, and did not have a significant impact on our consolidated balance sheet as of December 31, 2019. The initial measurement of our right-of-use asset had no significant initial direct costs, prepaid lease payments or lease incentives; therefore, a cumulative-effect adjustment was not recorded to the opening retained earnings balance as a result of the change in accounting principle.

Our leased assets are classified as operating leases and consist of office space in two locations in the United States. Lease payments included in the calculation of our lease liability include fixed amounts contained within each rental agreement and variable lease payments that are based upon an index or rate. We have elected to combine lease and non-lease components, as permitted under this new accounting guidance, and as a result, non-lease components are included in the calculation of our lease liability as opposed to being separated and accounted for as consideration under the new revenue recognition standard. Our remaining lease terms ranged from less than 2 years to 7 years and had a weighted-average remaining lease term of 7.0 years as of December 31, 2020. The implicit rate of our lease agreements was not readily determinable; therefore, we utilized our incremental borrowing rate to discount future lease payments. The weighted-average discount rate was 7.1% as of December 31, 2020.

In 2020, under this new accounting guidance, annual rental expense was $3.4 million. Annual rental expense and future minimum lease payments were not significantly different under this new accounting guidance as compared to the previous guidance. See Note 12 for details.

Accounting Pronouncements Not Yet Adopted

In December 2019, the FASB issued new accounting guidance related to simplifying the accounting for income taxes. The guidance eliminates certain exceptions related to the approach for intraperiod tax allocation, the methodology for calculating income taxes in an interim period and the recognition of deferred tax liabilities for outside basis differences. We early adopted this new accounting guidance on January 1, 2021, using the retrospective method or modified retrospective method for certain changes and prospective method for all other changes, which did not have a significant impact on our consolidated financial statements and disclosures.

In June 2016, the FASB issued new accounting guidance related to accounting for credit losses on financial instruments. The guidance requires entities to recognize an allowance equal to its estimate of

lifetime expected credit losses and applies to most debt instruments not measured at fair value. The new guidance retains most of the existing impairment guidance for available-for-sale debt securities but amends the presentation of credit losses to be presented as an allowance as opposed to a write-down and permits the reversal of credit losses when reassessing changes in the credit losses each reporting period. We early adopted this new accounting guidance on January 1, 2021, using the modified retrospective method, which did not have a significant impact on our consolidated financial statements. The new guidance further requires that expected credit losses on premiums receivable are measured in accordance with the credit loss requirements for financial instruments measured at amortized cost. Due to the short-term nature of our premiums receivable, we consider lifetime expected credit losses on premiums receivable to be consistent with our current allowance and as a result the new accounting guidance did not have an impact on premiums receivable upon adoption.

(3) Investments

Net Investment Income

Sources of net investment income were as follows for the year ended December 31:

(Amounts in thousands)	2020	2019
Fixed maturity securities available-for-sale	$ 136,143	$ 117,407
Cash and cash equivalents	2,180	3,881
Gross investment income before expenses and fees	138,323	121,288
Investment expenses and fees	(5,480)	(4,361)
Net investment income	**$ 132,843**	**$ 116,927**

Net Investment Gains (Losses)

The following table sets forth net investment gains (losses) for the years ended December 31:

(Amounts in thousands)	2020	2019
Fixed maturity securities available-for-sale:		
Gross realized gains	$ 1,884	$ 1,270
Gross realized (losses)	(3,478)	(552)
Net realized gains (losses)	(1,594)	718
Impairments:		
Total other-than-temporary impairments	(1,730)	—
Portion of other-than-temporary impairments included in other comprehensive income (loss)	—	—
Net other-than-temporary impairments	(1,730)	—
Net investment gains (losses)	**$ (3,324)**	**$ 718**

Unrealized Investment Gains and Losses

Net unrealized gains and losses on available-for-sale securities reflected as a separate component of accumulated other comprehensive income (loss) were as follows as of December 31:

(Amounts in thousands)	2020	2019
Net unrealized gains (losses) on investment securities:		
Fixed maturity securities not other-than-temporarily impaired	$ 264,680	$ 121,085
Fixed maturity securities other-than-temporarily impaired	—	—
Subtotal	264,680	121,085
Income taxes	(56,302)	(27,654)
Net unrealized investment gains (losses)	**$ 208,378**	**$ 93,431**

The change in net unrealized gains (losses) on available-for-sale securities reported in accumulated other comprehensive income (loss) was as follows as of and for the years ended December 31:

(Amounts in thousands)	2020	2019
Beginning balance	**$ 93,431**	**$ (26,522)**
Unrealized gains (losses) arising during the period:		
Unrealized gains (losses) on investment securities	140,253	153,062
Provision for income taxes	(27,946)	(32,557)
Change in unrealized gains (losses) on investment securities	112,307	120,505
Reclassification adjustments to net investment (gains) losses, net of taxes of $(702) and $147, respectively	2,640	(552)
Change in net unrealized investment gains (losses)	114,947	119,953
Ending balance	**$ 208,378**	**$ 93,431**

Amounts reclassified out of accumulated other comprehensive income (loss) to net investment gains (losses) include realized gains (losses) on sales of securities, which are determined on a specific identification basis.

Fixed Maturity Securities Available-For-Sale

The amortized cost, gross unrealized gains (losses) and fair value of our fixed maturity securities classified as available-for-sale were as follows as of December 31:

2020 (Amounts in thousands)	Amortized cost	Gross unrealized Gains		Gross unrealized losses		Fair value
		Not other-than-temporarily impaired	Other-than-temporarily impaired	Not other-than-temporarily impaired	Other-than-temporarily impaired	
U.S. government, agencies and GSEs	$ 134,215	$ 4,009	$ —	$ —	$ —	$ 138,224
State and political subdivisions	172,631	14,749	—	(3)	—	187,377
Non-U.S. government	29,592	1,439	—	—	—	31,031
U.S. corporate	2,695,009	194,961	—	(1,345)	—	2,888,625
Non-U.S. corporate	578,295	32,251	—	(2,877)	—	607,669
Other asset-backed	1,172,174	21,830	—	(334)	—	1,193,670
Total fixed maturity securities available-for-sale	**$ 4,781,916**	**$ 269,239**	**$ —**	**$ (4,559)**	**$ —**	**$ 5,046,596**

2019 (Amounts in thousands)	Amortized cost	Gross unrealized Gains		Gross unrealized losses		Fair value
		Not other-than-temporarily impaired	Other-than-temporarily impaired	Not other-than-temporarily impaired	Other-than-temporarily impaired	
U.S. government, agencies and GSEs	$ 90,815	$ 1,535	$ —	$ (14)	$ —	$ 92,336
State and political subdivisions	88,482	9,706	—	(29)	—	98,159
Non-U.S. government	18,806	628	—	—	—	19,434
U.S. corporate	2,175,580	86,489	—	(623)	—	2,261,446
Non-U.S. corporate	349,975	14,525	—	(31)	—	364,469
Other asset-backed	919,689	9,923	—	(1,024)	—	928,588
Total fixed maturity securities available-for-sale	**$ 3,643,347**	**$ 122,806**	**$ —**	**$ (1,721)**	**$ —**	**$ 3,764,432**

Gross Unrealized Losses and Fair Values of Fixed Maturity Securities Available-For-Sale

The following tables present the gross unrealized losses and fair values of our fixed maturity securities, aggregated by investment type and length of time that individual fixed maturity securities have been in a continuous unrealized loss position, as of December 31, 2020:

2020 (Amounts in thousands)	Less than 12 months			12 months or more			Total		
	Fair value	Gross unrealized losses	Number of securities	Fair value	Gross unrealized losses	Number of securities	Fair value	Gross unrealized losses	Number of securities
Fixed maturity securities:									
U.S. government, agencies and GSEs	$ —	$ —	—	$ —	$ —	—	$ —	$ —	—
State and political subdivisions	4,717	(3)	2	—	—	—	4,717	(3)	2
Non-U.S. government	—	—	—	—	—	—	—	—	—
U.S. corporate	44,296	(1,231)	8	2,886	(114)	1	47,182	(1,345)	9
Non-U.S. corporate	32,533	(2,877)	8	—	—	—	32,533	(2,877)	8
Other asset-backed	24,823	(60)	5	26,028	(274)	6	50,851	(334)	11
Total for fixed maturity securities in an unrealized loss position	**$ 106,369**	**$ (4,171)**	**23**	**$ 28,914**	**$ (388)**	**7**	**$ 135,283**	**$ (4,559)**	**30**
% Below cost:									
<20% Below cost	$ 98,694	$ (1,846)	22	$ 28,914	$ (388)	7	$ 127,608	$ (2,234)	29
20%-50% Below cost	7,675	(2,325)	1	—	—	—	7,675	(2,325)	1
Total for fixed maturity securities in an unrealized loss position	**$ 106,369**	**$ (4,171)**	**23**	**$ 28,914**	**$ (388)**	**7**	**$ 135,283**	**$ (4,559)**	**30**
Investment grade	$ 98,694	$ (1,846)	22	$ 26,028	$ (274)	6	$ 124,722	$ (2,120)	28
Below investment grade	7,675	(2,325)	1	2,886	(114)	1	10,561	(2,439)	2
Total for fixed maturity securities in an unrealized loss position	**$ 106,369**	**$ (4,171)**	**23**	**$ 28,914**	**$ (388)**	**7**	**$ 135,283**	**$ (4,559)**	**30**

We did not recognize any other-than-temporary impairments on securities in an unrealized loss position. Based on a qualitative and quantitative review of the issuers of the securities, we believe the decline in fair value is largely due to recent market volatility and is not indicative of other-than-temporary impairment. The issuers continue to make timely principal and interest payments.

For all securities in an unrealized loss position, we expect to recover the amortized cost based on our estimate of the amount and timing of cash flows to be collected. We do not intend to sell nor do we expect that we will be required to sell these securities prior to recovering our amortized cost.

The following table presents the gross unrealized losses and fair values of our fixed maturity securities, aggregated by investment type and length of time that individual fixed maturity securities have been in a continuous unrealized loss position, as of December 31, 2019:

	Less than 12 months			12 months or more			Total		
2019 (Amounts in thousands)	**Fair value**	**Gross unrealized losses**	**Number of securities**	**Fair value**	**Gross unrealized losses**	**Number of securities**	**Fair value**	**Gross unrealized losses**	**Number of securities**
Fixed maturity securities:									
U.S. government, agencies and GSEs	$ 1,856	$ (13)	1	$ 2,129	$ (1)	1	$ 3,985	$ (14)	2
State and political subdivisions	9,221	(29)	3	—	—	—	9,221	(29)	3
Non-U.S. government	—	—	—	—	—	—	—	—	—
U.S. corporate	57,946	(623)	11	—	—	—	57,946	(623)	11
Non-U.S. corporate	4,976	(6)	1	6,007	(25)	2	10,983	(31)	3
Other asset-backed	169,880	(717)	29	48,759	(307)	13	218,639	(1,024)	42
Total for fixed maturity securities in an unrealized loss position	**$ 243,879**	**$ (1,388)**	**45**	**$ 56,895**	**$ (333)**	**16**	**$ 300,774**	**$ (1,721)**	**61**
% Below cost:									
<20% Below cost	$ 243,879	$ (1,388)	45	$ 56,895	$ (333)	16	$ 300,774	$ (1,721)	61
20%-50% Below cost	—	—	—	—	—	—	—	$ —	—
Total for fixed maturity securities in an unrealized loss position	**$ 243,879**	**$ (1,388)**	**45**	**$ 56,895**	**$ (333)**	**16**	**$ 300,774**	**$ (1,721)**	**61**
Investment grade	$ 241,261	$ (1,006)	44	$ 56,895	$ (333)	16	$ 298,156	$ (1,339)	60
Below investment grade	2,618	(382)	1	—	—	—	2,618	(382)	1
Total for fixed maturity securities in an unrealized loss position	**$ 243,879**	**$ (1,388)**	**45**	**$ 56,895**	**$ (333)**	**16**	**$ 300,774**	**$ (1,721)**	**61**

Contractual Maturities of Fixed Maturity Securities Available-For-Sale

The scheduled maturity distribution of fixed maturity securities as of December 31, 2020, is set forth below. Actual maturities may differ from contractual maturities because issuers of securities may have the right to call or prepay obligations with or without call or prepayment penalties.

2020 (Amounts in thousands)	**Amortized cost**	**Fair value**
Due in one year or less	$ 155,569	$ 157,139
Due after one year through five years	2,085,094	2,237,162
Due after five years through ten years	1,320,283	1,406,381
Due after ten years	48,796	52,244
Subtotal	3,609,742	3,852,926
Other asset-backed	1,172,174	1,193,670
Total fixed maturity securities available-for-sale	**$ 4,781,916**	**$ 5,046,596**

As of December 31, 2020, securities issued by finance and insurance, consumer—non-cyclical and technology and communications industry groups represented approximately 29%, 17%, and 14%, respectively, of our domestic and foreign corporate fixed maturity securities portfolio. No other industry group comprised more than 10% of our investment portfolio.

As of December 31, 2020 and 2019, we did not hold any fixed maturity securities in any single issuer, other than securities issued or guaranteed by the U.S. government, which exceeded 10% of equity.

As of December 31, 2020 and 2019, $27.8 million and $26.1 million, respectively, of securities were on deposit with various state insurance commissioners in order to comply with relevant insurance regulations.

Investment in Unconsolidated Affiliate

Prior to December 12, 2019, we held 14.1 million, or approximately 16.4%, of the outstanding common shares of Genworth MI Canada Inc. (“Genworth Canada”), a publicly traded company on the Toronto Stock Exchange. We concluded that we had significant influence over Genworth Canada primarily due to board representation, and therefore, we classified our investment in Genworth Canada as an equity method investment. We elected to account for the investment in Genworth Canada under the fair value option because the investment had a readily determinable fair value.

On December 12, 2019, we completed the sale of our investment in Genworth Canada to an affiliate of Brookfield Business Partners L.P. and received approximately $501.8 million in net cash proceeds. We also received cash proceeds from the sale of common shares of Genworth Canada of $8.4 million in 2019 related to share repurchases by Genworth Canada.

The pre-tax change in fair value of the investment in Genworth Canada, including dividends and the sale of common shares, was $127.4 million in 2019. This was included within change in fair value of unconsolidated affiliate in the consolidated statements of income, net of provision for income taxes of $12.1 million in 2019.

The following table presents summarized statement of income information from January 1, 2019, to December 12, 2019, the period we held an equity method investment in Genworth Canada:

(Amounts in thousands)		
Revenue	$	585,066
Expense	$	197,889

(4) Fair value

Recurring Fair Value Measurements

Fixed Maturity Securities Measured at Fair Value

We have fixed maturity securities, which are carried at fair value. The fair value of fixed maturity securities is estimated primarily based on information derived from third-party pricing services (“pricing services”), internal models and/or broker quotes, which use a market approach, income approach or a combination of the market and income approach depending on the type of instrument and availability of information. In general, a market approach is utilized if there is readily available and relevant market activity for an individual security. In certain cases where market information is not available for a specific security but is available for similar securities, that security is valued using market information for similar securities, which is also a market approach. When market information is not available for a specific security (or similar securities) or is available but such information is less relevant or reliable, an income approach or a combination of a market and income approach is utilized. For securities with optionality, such as call or prepayment features (including asset-backed securities), an income approach may be used. In addition, a combination of the results from market and income approaches may be used to estimate fair value. These valuation techniques may change from period to period, based on the relevance and availability of market data.

Further, while we consider the valuations provided by pricing services and broker quotes to be of high quality, management determines the fair value of its investment securities after considering all relevant and available information.

In general, we first obtain valuations from pricing services. If prices are unavailable for public securities, it obtains broker quotes. For all securities, excluding certain private fixed maturity securities, if neither a pricing service nor broker quotes valuation is available, we determine fair value using internal models. For certain private fixed maturity securities where we do not obtain valuations from pricing services, we utilize an internal model to determine fair value since transactions for similar securities are not readily observable and these securities are not typically valued by pricing services.

Given our understanding of the pricing methodologies and procedures of pricing services, the securities valued by pricing services are typically classified as Level 2 unless we determine the valuation process for a security or group of securities utilizes significant unobservable inputs, which would result in the valuation being classified as Level 3.

Broker quotes are typically based on an income approach given the lack of available market data. As the valuation typically includes significant unobservable inputs, we classify the securities where fair value is based on its consideration of broker quotes as Level 3 measurements.

For private fixed maturity securities, we utilize an income approach where we obtain public bond spreads and utilize those in an internal model to determine fair value. Other inputs to the model include rating and weighted-average life, as well as sector which is used to assign the spread. We then add an additional premium, which represents an unobservable input, to the public bond spread to adjust for the liquidity and other features of our private placements. We utilize the estimated market yield to discount the expected cash flows of the security to determine fair value. We utilize price caps for securities where the estimated market yield results in a valuation that may exceed the amount that would be received in a market transaction. When a security does not have an external rating, we assign the security an internal rating to determine the appropriate public bond spread that should be utilized in the valuation. While we generally consider the public bond spreads by sector and maturity to be observable inputs, we evaluate the similarities of our private placement with the public bonds, any price caps utilized, liquidity premiums applied, and whether external ratings are available for our private placements to determine whether the spreads utilized would be considered observable inputs. We classify private securities without an external rating or public bond spread as Level 3. In general, a significant increase (decrease) in credit spreads would have resulted in a significant decrease (increase) in the fair value for our fixed maturity securities as of December 31, 2020.

For remaining securities priced using internal models, we determine fair value using an income approach. We maximize the use of observable inputs but typically utilize significant unobservable inputs to determine fair value. Accordingly, the valuations are typically classified as Level 3.

Our assessment of whether or not there were significant unobservable inputs related to fixed maturity securities was based on its observations obtained through the course of managing its investment portfolio, including interaction with other market participants, observations related to the availability and consistency of pricing and/or rating, and understanding of general market activity such as new issuance and the level of secondary market trading for a class of securities. Additionally, we considered data obtained from pricing services to determine whether its estimated values incorporate significant unobservable inputs that would result in the valuation being classified as Level 3.

A summary of the inputs used for our fixed maturity securities based on the level in which instruments are classified is included below. We have combined certain classes of instruments together as the nature of the inputs is similar.

Level 1 measurements

We had no fixed maturity securities classified as Level 1 as of December 31, 2020 and 2019.

Level 2 measurements

Third-party Pricing Services

In estimating the fair value of fixed maturity securities, approximately 91% of our portfolio was priced using third-party pricing services as of December 31, 2020. These pricing services utilize industry-standard valuation techniques that include market-based approaches, income-based approaches, a combination of market-based and income-based approaches or other proprietary, internally generated models as part of the valuation processes. These third-party pricing vendors maximize the use of publicly available data inputs to generate valuations for each asset class. Priority and type of inputs used may change frequently as certain inputs may be more direct drivers of valuation at the time of pricing. Examples of significant inputs incorporated by pricing services may include sector and issuer spreads, seasoning, capital structure, security optionality, collateral data, prepayment assumptions, default assumptions, delinquencies, debt covenants, benchmark yields, trade data, dealer quotes, credit ratings, maturity and weighted-average life. We conduct regular meetings with our pricing services for the purpose of understanding the methodologies, techniques and inputs used by the third-party pricing providers. The following table presents a summary of the significant inputs used by our pricing services for certain fair value measurements of fixed maturity securities that are classified as Level 2 as of December 31, 2020:

2020 (Amounts in thousands)	Fair value	Primary methodologies	Significant inputs
U.S. government, agencies and GSEs	$ 138,224	Price quotes from trading desk, broker feeds	Bid side prices, trade prices, Option Adjusted Spread (“OAS”) to swap curve, Bond Market Association OAS, Treasury Curve, Agency Bullet Curve, maturity to issuer spread
State and political subdivisions	$ 187,377	Multi-dimensional attribute-based modeling systems, third-party pricing vendors	Trade prices, material event notices, Municipal Market Data benchmark yields, broker quotes
Non-U.S. government	$ 31,031	Matrix pricing, spread priced to benchmark curves, price quotes from market makers	Benchmark yields, trade prices, broker quotes, comparative transactions, issuer spreads, bid-offer spread, market research publications, third-party pricing sources

2020 (Amounts in thousands)	Fair value	Primary methodologies	Significant inputs
U.S. corporate	$ 2,583,990	Multi-dimensional attribute-based modeling systems, broker quotes, price quotes from market makers, internal models, OAS-based models	Bid side prices to Treasury Curve, Issuer Curve, which includes sector, quality, duration, OAS percentage and change for spread matrix, trade prices, comparative transactions, Trade Reporting and Compliance Engine (“TRACE”) reports
Non-U.S. corporate	$ 463,664	Multi-dimensional attribute-based modeling systems, OAS-based models, price quotes from market makers	Benchmark yields, trade prices, broker quotes, comparative transactions, issuer spreads, bid-offer spread, market research publications, third-party pricing sources
Other asset-backed	$ 1,179,889	Multi-dimensional attribute-based modeling systems, spread matrix priced to swap curves, price quotes from market makers, internal models	Spreads to daily updated swaps curves, spreads derived from trade prices and broker quotes, bid side prices, new issue data, collateral performance, analysis of prepayment speeds, cash flows, collateral loss analytics, historical issue analysis, trade data from market makers, TRACE reports

Internal Models

A portion of our U.S. corporate and non-U.S. corporate securities are valued using internal models. The fair value of these fixed maturity securities was $185.3 million and $48.3 million, respectively, as of December 31, 2020. Internally modeled securities are primarily private fixed maturity securities where we use market observable inputs such as an interest rate yield curve, published credit spreads for similar securities based on the external ratings of the instrument and related industry sector of the issuer. Additionally, we may apply certain price caps and liquidity premiums in the valuation of private fixed maturity securities. Price caps and liquidity premiums are established using inputs from market participants.

Level 3 measurements

Broker Quotes

A portion of our U.S. corporate, non-U.S. corporate, and other asset-backed securities are valued using broker quotes. Broker quotes are obtained from third-party providers that have current market knowledge to provide a reasonable price for securities not routinely priced by pricing services. Brokers utilized for valuation of assets are reviewed annually. The fair value of our Level 3 fixed maturity securities priced by broker quotes was $59.1 million as of December 31, 2020.

Internal Models

A portion of our U.S. corporate, non-U.S. corporate, and other asset-backed securities are valued using internal models. The primary inputs to the valuation of the bond population include quoted prices for identical assets, or similar assets in markets that are not active, contractual cash flows, duration, call provisions, issuer rating, benchmark yields and credit spreads. Certain private fixed maturity securities are valued using an internal model using market observable inputs such as the interest rate yield curve,

as well as published credit spreads for similar securities, which includes significant unobservable inputs. Additionally, we may apply certain price caps and liquidity premiums in the valuation of private fixed maturity securities. Price caps are established using inputs from market participants. For structured securities, the primary inputs to the valuation include quoted prices for identical assets, or similar assets in markets that are not active, contractual cash flows, weighted-average coupon, weighted-average maturity, issuer rating, structure of the security, expected prepayment speeds and volumes, collateral type, current and forecasted loss severity, average delinquency rates, vintage of the loans, geographic region, debt service coverage ratios, payment priority with the tranche, benchmark yields and credit spreads. The fair value of our Level 3 fixed maturity securities priced using internal models was $169.8 million as of December 31, 2020.

The following tables set forth our assets by class of instrument that are measured at fair value on a recurring basis as of December 31:

2020 (Amounts in thousands)	Total	Level 1	Level 2	Level 3
Fixed maturity securities:				
U.S. government, agencies and GSEs	$ 138,224	$ —	$ 138,224	$ —
State and political subdivisions	187,377	—	187,377	—
Non-U.S. government	31,031	—	31,031	—
U.S. corporate	2,888,625	—	2,769,252	119,373
Non-U.S. corporate	607,669	—	511,918	95,751
Other asset-backed	1,193,670	—	1,179,889	13,781
Total fixed maturity securities	5,046,596	—	4,817,691	228,905
Total	**$ 5,046,596**	**$ —**	**$ 4,817,691**	**$ 228,905**

2019 (Amounts in thousands)	Total	Level 1	Level 2	Level 3
Fixed maturity securities:				
U.S. government, agencies and GSEs	$ 92,336	$ —	$ 92,336	$ —
State and political subdivisions	98,159	—	98,159	—
Non-U.S. government	19,434	—	19,434	—
U.S. corporate	2,261,446	—	2,161,584	99,862
Non-U.S. corporate	364,469	—	287,280	77,189
Other asset-backed	928,588	—	924,550	4,038
Total fixed maturity securities	3,764,432	—	3,583,343	181,089
Total	**$ 3,764,432**	**$ —**	**$ 3,583,343**	**$ 181,089**

We did not have any liabilities recorded at fair value as of December 31, 2020 and 2019.

The following tables present additional information about assets measured at fair value on a recurring basis and for which we have utilized significant unobservable (Level 3) inputs to determine fair value as of or for the dates indicated:

2020 (Amounts in thousands)	Balance as of January 1, 2020	Total realized and unrealized gains (losses)		Purchases	Sales	Issuance	Settlement	Transfers into Level 3[1]	Transfers out of Level 3[1]	Balance as of December 31, 2020	Total gains (losses) attributable to assets still held	
		Included in net income	Included in OCI								Included in net income	Included in OCI
Fixed maturity securities:												
U.S. corporate	$ 99,862	$ 162	$ 2,663	$ 70,552	$ —	$ —	$ (13,332)	$ 18,216	$ (58,750)	$ 119,373	$ (103)	$ 4,694
Non-U.S. corporate	77,189	1,683	(889)	32,000	—	—	(16,471)	27,641	(25,402)	95,751	(18)	(1,219)
Other asset-backed	4,038	—	304	40,868	—	—	(1,946)	—	(29,483)	13,781	—	(122)
Total	**$ 181,089**	**$ 1,845**	**$ 2,078**	**$ 143,420**	**$ —**	**$ —**	**$ (31,749)**	**$ 45,857**	**$ (113,635)**	**$ 228,905**	**$ (121)**	**$ 3,353**

(1) The transfers into and out of Level 3 for fixed maturity securities were related to changes in the primary pricing source and changes in the observability of external information used in determining the fair value, such as external ratings or credit spreads.

2019 (Amounts in thousands)	Balance as of January 1, 2019	Total realized and unrealized gains (losses)		Purchases	Sales	Issuance	Settlement	Transfers into Level 3[1]	Transfers out of Level 3[1]	Balance as of December 31, 2019	Total gains (losses) included in net income attributable to assets still held
		Included in net income	Included in OCI								
Fixed maturity securities:											
U.S. corporate	$ 76,532	$ (99)	$ 5,082	$ 38,000	$ (5,003)	$ —	$ (13,663)	$ 5,341	$ (6,328)	$ 99,862	$ (102)
Non-U.S. corporate	65,534	(18)	5,594	6,500	—	—	(422)	3,015	(3,014)	77,189	(18)
Other asset-backed	3,930	—	490	16,797	—	—	(507)	—	(16,672)	4,038	—
Total	**$ 145,996**	**$ (117)**	**$ 11,166**	**$ 61,297**	**$ (5,003)**	**$ —**	**$ (14,592)**	**$ 8,356**	**$ (26,014)**	**$ 181,089**	**$ (120)**

(1) The transfers into and out of Level 3 for fixed maturity securities were related to changes in the primary pricing source and changes in the observability of external information used in determining the fair value, such as external ratings or credit spreads.

Purchases, sales, issuances and settlements represent the activity that occurred during the period that results in a change of the asset but does not represent changes in fair value for the instruments held at the beginning of the period. Such activity consists of purchases, sales and settlements of fixed maturity securities.

The following table presents the gains and losses included in net income from assets measured at fair value on a recurring basis and for which we have utilized significant unobservable (Level 3) inputs to

determine fair value and the related income statement line item in which these gains and losses were presented for the years ended December 31:

(Amounts in thousands)	2020	2019
Total realized and unrealized gains (losses) included in net income:		
Net investment income	$ 1,845	$ (117)
Net investment gains (losses)	—	—
Total	**$ 1,845**	**$ (117)**
Total gains (losses) included in net income attributable to assets still held:		
Net investment income	$ (121)	$ (120)
Net investment gains (losses)	—	—
Total	**$ (121)**	**$ (120)**

The amount presented for realized and unrealized gains (losses) included in net income for fixed maturity securities primarily represents amortization and accretion of premiums and discounts on certain fixed maturity securities.

The following table presents a summary of the significant unobservable inputs used for certain asset fair value measurements that are based on internal models and classified as Level 3 as of December 31, 2020:

(Amounts in thousands)	Valuation technique	Fair value [1]	Unobservable input	Range (bps)	Weighted-average [2] (bps)
Fixed maturity securities:					
U.S. corporate	Internal models	$115,019	Credit spreads	66–133	98
Non-U.S. corporate	Internal models	$52,004	Credit spreads	75–161	107

(1) Certain classes of instruments classified as Level 3 are excluded as a result of not being material or due to limitations in being able to obtain the underlying inputs used by certain third-party sources, such as broker quotes, used as an input in determining fair value.
(2) Unobservable inputs weighted by the relative fair value of the associated instrument.

Liabilities Not Required to Be Carried at Fair Value

The following table provides fair value information for financial instruments that are reflected in the accompanying consolidated financial statements at amounts other than fair value. We have certain financial instruments that are not recorded at fair value, including cash and cash equivalents and accrued investment income, the carrying value of which approximate fair value due to the short-term nature of these instruments and are not included in this disclosure.

The following represents our estimated fair value of financial liabilities not required to be carried at fair value, classified as Level 2, as of December 31, 2020:

(Amounts in thousands)	Carrying amount	Fair value
Long-term borrowings	$ 738,162	$ 800,367

(5) Loss reserves

Activity for the liability for loss reserves is summarized as follows:

(Amounts in thousands)	2020	2019
Loss reserves, beginning of year	$ 235,062	$ 297,879
Run-off reserves	(1,597)	(2,059)
Net loss reserves, beginning of year	233,465	295,820
Losses and LAE incurred related to current accident year	364,548	105,734
Losses and LAE incurred related to prior accident years	16,202	(55,917)
Total incurred [1]	380,750	49,817
Losses and LAE paid related to current accident year	(1,103)	(1,871)
Losses and LAE paid related to prior accident years	(58,087)	(110,301)
Total paid [1]	(59,190)	(112,172)
Net loss reserves, end of year	555,025	233,465
Run-off reserves	654	1,597
Loss reserves, end of year	**$ 555,679**	**$ 235,062**

(1) Losses and LAE incurred and paid exclude losses related to our run-off business.

The liability for loss reserves represents our current best estimate; however, there may be future adjustments to this estimate and related assumptions. Such adjustments, reflecting any variety of new and adverse trends, could possibly be significant and result in future increases to reserves by amounts that could be material to our results of operations, financial condition and liquidity.

Losses incurred related to insured events of the current accident year relate to defaults that occurred in that year and represent the estimated ultimate amount of losses to be paid on such defaults. Losses incurred related to insured events of prior accident years represent the (favorable) or unfavorable development of reserves as a result of actual claim rates and claim amounts being different than those we estimated when originally establishing the reserves. Such estimates are based on our historical experience which we believe is representative of expected future losses at the time of estimation. As a result of the extended period of time that may exist between the reporting of a delinquency and the claim payment, as well as changes in economic conditions and the real estate market, significant uncertainty and variability exist on amounts ultimately paid.

In 2020, losses and LAE incurred of $364.5 million related to insured events of the current accident year was primarily attributable to a significant increase in the number of new delinquencies driven mostly by borrower forbearance as a result of COVID-19. When establishing loss reserves for borrower forbearance, we assume a lower rate of delinquencies becoming active claims, which has the effect of producing a lower reserve compared to delinquencies that are not in forbearance. Historical experience with localized natural disasters, such as hurricanes, indicates a higher cure rate for borrowers in forbearance. As COVID-19 is an ongoing health crisis, unlike a hurricane that occurs at a point in time with the rebuild starting soon afterward, our prior hurricane experience was one consideration, among many, in the establishment of loss reserves. Loss reserves recorded on these new delinquencies have a high degree of estimation due to the level of uncertainty regarding whether delinquencies in forbearance will ultimately cure or result in claim payments.

During 2020, we experienced unfavorable reserve development of $16.2 million in incurred losses attributable to prior years, primarily from higher expected claim rates due to economic conditions occurring in the COVID-19 environment. Included within this increase to incurred losses attributable to prior years, we recorded $28.4 million in unfavorable reserves adjustments, primarily associated with higher expected, future claim rates, partially offset by a $12.2 million decrease, primarily due to higher than expected delinquency cures.

During 2019, we experienced favorable reserve development of $55.9 million in incurred losses attributable to prior years, primarily from lower actual and expected claim rates due to improvements in the overall housing market. Included within these reductions to incurred losses attributable to prior years, we recorded $22.7 million favorable reserves adjustments in 2019, primarily associated with lower expected claim rates. The remaining reduction of $33.2 million in 2019 was primarily the result of higher than expected delinquency cures.

The following table sets forth information about incurred claims, as well as cumulative number of reported delinquencies and the total of incurred-but-not-reported (“IBNR”) liabilities plus expected development on reported claims included within the net incurred claims as of December 31, 2020. The information about the incurred claims development for the years ended December 31, 2011 to 2019, is presented as supplementary information.

(Amounts in thousands)	Incurred claims and allocated loss adjustment expenses, net of reinsurance [2]										Total IBNR liabilities including expected development on reported claims as of December 31, 2020	Number of reported delin-quencies [3]
	For the years ended December 31,											
Accident year [1]	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020		
	Unaudited											
2011	$ 909,973	$ 930,551	$ 912,975	$ 929,309	$ 937,647	$ 938,802	$ 939,275	$ 938,513	$ 938,232	$ 938,816	$ 104	69,314
2012	—	717,871	675,230	670,773	673,660	671,492	668,452	666,673	665,775	666,351	80	48,575
2013	—	—	475,120	407,106	391,523	386,794	383,366	382,231	380,949	381,546	103	34,412
2014	—	—	—	327,857	287,865	268,980	260,752	258,872	258,172	259,006	127	26,726
2015	—	—	—	—	235,251	208,149	186,077	180,923	179,650	179,599	230	21,724
2016	—	—	—	—	—	198,121	161,041	138,784	136,381	136,754	612	19,158
2017	—	—	—	—	—	—	170,713	120,568	101,755	105,079	1,204	19,497
2018	—	—	—	—	—	—	—	116,842	83,959	84,138	977	14,779
2019	—	—	—	—	—	—	—	—	105,734	111,089	300	15,710
2020										364,547	19,073	38,863
Total incurred										**$ 3,226,925**	**$ 22,810**	

(1) Represents the year in which first monthly mortgage payments have been missed by the borrower.
(2) Excludes incurred claims and allocated LAE related to run-off business.
(3) Represents reported and outstanding delinquencies less actual cures as of December 31 for each respective accident year.

The following table sets forth paid claims development, net of reinsurance, for the year ended December 31, 2020, and a reconciliation to our total loss reserves as of December 31, 2020. The information about paid claims development for the years ended December 31, 2011 to 2019, is presented as supplementary information.

(Amounts in thousands)	Cumulative paid claims and allocated claim adjustment expenses, net of reinsurance [2]									
	For the years ended December 31,									
Accident year [1]	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	Unaudited									
2011	$ 65,370	$ 496,623	$ 721,879	$ 815,610	$ 874,509	$ 906,028	$ 926,518	$ 934,632	$ 937,397	$ 938,517
2012	—	92,445	390,527	532,768	601,530	634,301	650,031	658,438	661,974	663,088
2013	—	—	44,334	202,095	297,029	340,031	361,973	372,374	375,243	376,138
2014	—	—	—	21,494	126,404	195,461	232,502	246,963	252,549	254,218
2015	—	—	—	—	12,688	84,706	145,362	167,458	172,825	174,561
2016	—	—	—	—	—	9,593	63,585	109,793	123,800	126,893
2017	—	—	—	—	—	—	5,733	45,879	77,297	87,272
2018	—	—	—	—	—	—	—	3,134	31,625	48,183
2019	—	—	—	—	—	—	—	—	1,871	17,595
2020										1,104
Total paid										**$ 2,687,569**
Total incurred										$ 3,226,925
Total paid										2,687,569
All outstanding liabilities before 2011, net of reinsurance										15,669
Run-off reserves										654
Total loss reserves										$ 555,679

(1) Represents the year in which first monthly mortgage payments have been missed by the borrower.
(2) Excludes cumulative paid claims and allocated claim adjustment expenses related to run-off business.

The following table sets forth our average payout of incurred claims by age as of December 31, 2020:

	Average annual percentage payout of incurred claims, net of reinsurance, by age (unaudited) [1]									
Years	1	2	3	4	5	6	7	8	9	10
Percentage of payout	6.6 %	37.6 %	26.8 %	11.1 %	4.6 %	2.3 %	1.2 %	0.5 %	0.2 %	0.1 %

(1) Excludes run-off business.

(6) Reinsurance

We reinsure a portion of our policy risks to other companies in order to reduce our ultimate losses, diversify our exposures and comply with regulatory requirements. We also assume certain policy risks written by other companies.

Reinsurance does not relieve us from our obligations to policyholders. In the event that the reinsurers are unable to meet their obligations, we remain liable for the reinsured claims. We monitor both the financial condition of individual reinsurers and risk concentrations arising from similar geographic regions, activities and economic characteristics of reinsurers to lessen the risk of default by such reinsurers.

The following table sets forth the effects of reinsurance on premiums written and earned for the years ended December 31:

(Amounts in thousands)	2020	2019
Net premiums written:		
Direct	$ 943,504	$ 840,086
Assumed	432	625
Ceded	(49,083)	(22,065)
Net premiums written	**$ 894,853**	**$ 818,646**
Net premiums earned:		
Direct	$ 1,020,016	$ 878,416
Assumed	432	625
Ceded	(49,083)	(22,065)
Net premiums earned	**$ 971,365**	**$ 856,976**

The difference of $76.5 million between written premiums of $894.9 million and earned premiums of $971.4 million represents the decrease in unearned premiums for the year ended December 31, 2020. The decrease in unearned premiums was mainly the result of an increase in policy cancellations in our single premium mortgage insurance product driven by low interest rates and higher mortgage refinancing which resulted in lower persistency in 2020.

Insurance-linked notes excess of loss reinsurance treaties

On October 22, 2020, we obtained $349.6 million of excess of loss reinsurance coverage from Triangle Re 2020-1 on a portfolio of existing mortgage insurance policies written from January 2020 through August 2020. In connection with entering into the reinsurance agreement with Triangle Re 2020-1, we concluded that the risk transfer requirements for reinsurance accounting were met as Triangle Re 2020-1 is assuming significant insurance risk and a reasonable possibility of significant loss. For the reinsurance coverage, we retain the first layer of aggregate losses up to $521.8 million. Triangle Re 2020-1 provides 67.0% reinsurance coverage for losses above our retained first layer up to $349.6 million.

On November 25, 2019, we obtained $302.8 million of excess of loss reinsurance coverage with Triangle Re 2019-1, on a portfolio of existing mortgage insurance policies written from January 2019 through September 2019. In connection with entering into the reinsurance agreement with Triangle Re 2019-1, we concluded that the risk transfer requirements for reinsurance accounting were met as Triangle Re 2019-1 is assuming significant insurance risk and a reasonable possibility of significant loss. For the reinsurance coverage, we retain the first layer of aggregate losses up to $237.7 million. Triangle Re 2019-1 provides 63.7% reinsurance coverage for losses above our retained first layer up to $302.8 million.

Other excess of loss reinsurance treaties

Effective April 1, 2020, we executed an excess of loss reinsurance transaction with a panel of reinsurers covering a portion of the loss tier on subject loans written between book years 2009 and 2019 to help mitigate higher levels of delinquencies as a result of COVID-19.

Effective January 1, 2020, we executed an excess of loss reinsurance transaction with a panel of reinsurers covering a portion of the loss tier on the then current and expected new insurance written for the 2020 book year. We also entered into excess of loss reinsurance agreements with other external panels of reinsurers covering our 2016 through 2019 books of business.

(7) Borrowings

The following table sets forth long-term borrowings as of December 31:

(Amounts in thousands)	2020	2019
6.5% Senior Notes, due 2025	$ 750,000	$ —
Deferred borrowing charges	(11,838)	—
Total	$ 738,162	$ —

On August 21, 2020, we issued $750 million in aggregate principal amount of 6.5% senior notes due in 2025. We incurred $12.6 million of borrowing costs that were deferred and were netted against the principal amount of the notes. Interest on the notes is payable semi-annually in arrears on February 15 and August 15 of each year, commencing on February 15, 2021. These notes mature on August 15, 2025. We may redeem the notes in whole or in part at any time prior to February 15, 2025, at our option by paying a make-whole premium plus accrued and unpaid interest, if any. At any time on or after February 15, 2025, we may redeem the notes in whole or in part at our option at 100% of the principal amount plus accrued and unpaid interest. The notes contain customary events of default which, subject to certain notice and cure conditions, can result in the acceleration of the principal and accrued interest on the outstanding notes if we breach the terms of the indenture.

We committed to retain $300 million of the net proceeds from the issuance of these notes that can be drawn down exclusively for our debt service or to contribute to GMICO to meet its regulatory capital needs.

(8) Income taxes

Income before income taxes and change in fair value of unconsolidated affiliate of $472.4 million and $718.2 million in 2020 and 2019, respectively, was domestic.

The total provision for income taxes was as follows for the years ended December 31:

(Amounts in thousands)	2020	2019
Current federal income taxes	$ 89,940	$ 152,748
Deferred federal income taxes	9,619	(562)
Total federal income taxes	**99,559**	**152,186**
Current state income taxes	924	294
Deferred state income taxes	1,514	3,352
Total state income taxes	**2,438**	**3,646**
Total provision for income taxes	**$ 101,997**	**$ 155,832**

We had current income taxes receivable of $5.4 million and $41.1 million as of December 31, 2020 and 2019.

We paid federal taxes of $55.4 million and state taxes of $1.6 million for the year ended December 31, 2020, and paid federal taxes of $166.2 million and state taxes of $0.3 million for the year ended December 31, 2019.

The reconciliation of the federal statutory tax rate to the effective income tax rate was as follows for the years ended December 31:

	2020	2019
Statutory U.S. federal income tax rate	21.0 %	21.0 %
Increase (reduction) in rate resulting from:		
State income tax, net of federal income tax effect	0.4	0.4
Other, net (1)	0.2	0.3
Effective rate	21.6 %	21.7 %

(1) "Other, net" is comprised primarily of prior year true-ups.

The components of the deferred income taxes were as follows as of December 31:

(Amounts in thousands)	2020	2019
Assets:		
Accrued commissions and general expenses	$ 6,813	$ 5,254
Net operating loss carry forwards	850	2,021
Capital loss carry forwards	—	10,720
Unearned premium and loss reserves	36,917	35,280
Other	271	—
State income taxes	7,166	7,922
Gross deferred income tax assets	52,017	61,197
Valuation allowance	(6,443)	(6,104)
Total deferred income tax assets	**45,574**	**55,093**
Liabilities:		
Deferred acquisition costs	6,042	6,347
Net unrealized gains on investment securities	56,302	25,340
Investments	17,937	17,409
Other	2,104	3,026
Total deferred income tax liabilities	**82,385**	**52,122**
Net deferred income tax asset (liability)	**$ (36,811)**	**$ 2,971**

The above valuation allowance of $6.4 million and $6.1 million as of December 31, 2020 and 2019, respectively, related to state deferred tax assets. The state deferred tax assets related primarily to the future deductions associated with non-insurance and insurance net operating loss ("NOL") carryforwards.

U.S. federal NOL carryforwards amounted to $4.0 million as of December 31, 2020, and, if unused, will expire beginning in 2032. The benefits of the NOL carryforwards have been recognized in our consolidated financial statements.

Our ability to realize our total deferred income tax assets of $45.6 million as of December 31, 2020, which includes deferred tax assets related to NOL carryforwards, is primarily dependent upon generating sufficient taxable income in future years. Management has concluded that there is sufficient positive evidence to support the expected realization of the net operating losses. This positive evidence includes the fact that: (i) We are currently in a cumulative three-year income position; (ii) Our U.S. operating forecasts are profitable; and (iii) We are able to generate capital gains if needed. After consideration of all available evidence, we have concluded that it is more likely than not that our deferred tax assets, with the

exception of state deferred tax assets for which a valuation allowance has been established, will be realized. If our actual results do not validate the current projections of pre-tax income, we may be required to record an additional valuation allowance which could have a material impact on our consolidated financial statements in future periods.

The total amount of unrecognized tax benefits was $0 as of December 31, 2020 and 2019.

We recognize accrued interest and penalties related to unrecognized tax benefits as components of the provision for income taxes. We have recorded $0 of benefits related to interest and penalties for 2020 and 2019.

As previously discussed, we have elected to participate in the Genworth consolidated return. All Genworth companies domesticated in the United States are included in the Genworth consolidated return as allowed by the tax law and regulations. We have a tax sharing agreement in place and all intercompany balances related to this agreement are settled at least annually. With possible exceptions, we are no longer subject to U.S. federal tax examinations for years through 2016. Any exposure with respect to these pre-2017 years has been sufficiently recorded in the financial statements. Potential state and local examinations for those years are generally restricted to results that are based on closed U.S. federal examinations.

We are part of a tax allocation agreement (together with amendments to the tax allocation agreement, the “TAA”) between Genworth and certain of our subsidiaries. The TAA was approved by state insurance regulators and our Board of Directors. The tax allocation methodology is based on the separate return liabilities with offsets for losses and credits utilized to reduce the current consolidated tax liability as allowed by applicable law and regulation. Our policy is to settle intercompany tax balances quarterly, with a final settlement after filing of Genworth’s federal consolidated U.S. corporate income tax return.

Additionally, Genworth Mortgage Insurance Corporation, Genworth Mortgage Reinsurance Corporation, Genworth Mortgage Insurance Corporation of North Carolina and Genworth Financial Assurance Corporation (collectively, the “MI Group”), is party to a supplemental tax sharing agreement that allows them to accelerate the utilization of benefits as if they filed a stand-alone MI Group federal income tax return, even if those benefits would not have been utilized in the consolidated federal return (“deemed used losses”). If any deemed used losses are subsequently actually used in a consolidated return, the members of the MI Group which receive the benefit for such deemed used losses will not receive a second benefit for such losses. Also, if any member of the MI Group receives benefit for any deemed used losses and leaves the consolidated group before such deemed used losses are actually used in a consolidated return, such member will repay such benefit received.

The TAA prevents any allocation of tax to a separate company that is greater than the tax incurred on a separate company basis, subject to consolidated loss carry-forward adjustments. The total tax refund allocated to the MI Group, therefore, may exceed the consolidated tax refund received.

Separate Return Method

If during the year ended December 31, 2020, we had computed taxes using the separate return method, the unaudited pro forma provision for income taxes would remain unchanged.

(9) Employee benefits

As a consolidated company within Genworth, our employees are generally provided a number of Genworth employee benefits. Genworth, as sponsor of the plans described below (collectively, “Shared Plans”), is ultimately responsible for maintenance of these plans in compliance with applicable laws. Our obligation results from an allocation of our share of expenses from Genworth’s plans based on benefits

eligible earnings. Benefits eligible earnings includes base pay, overtime, annual incentives and sales commissions.

We account for such Shared Plans as multiemployer benefit plans. Accordingly, we do not record an asset or liability to recognize the funded status of the Shared Plans. We recognize a liability only for any required contributions to the Shared Plans that are accrued and unpaid at the balance sheet date, which is included within other liabilities in the consolidated balance sheets.

Pension and Retiree Health and Life Insurance Benefit Plans

Most of our employees are enrolled in a qualified defined contribution pension plan sponsored by Genworth. The plan is 100% funded by Genworth. Genworth makes annual contributions to each employee's pension plan account based on the employee's age, service and eligible pay. Employees are vested in the plan after three years of service. Expenses associated with the qualified defined contribution pension plan were $2.7 million in both 2020 and 2019.

In addition, certain employees also participate in non-qualified defined contribution plans and qualified and non-qualified defined benefit pension plans sponsored by Genworth. Expenses associated with non-qualified defined contribution plans were $0.8 million and $0.6 million for 2020 and 2019, respectively. Expenses allocated to us for qualified and non-qualified defined benefit pension plans were $0.3 million in both 2020 and 2019.

Genworth provides retiree health benefits to our employees hired prior to January 1, 2005, who meet certain service requirements. Under this plan, retirees over 65 years of age receive a subsidy towards the purchase of a Medigap policy, and retirees under 65 years of age receive medical benefits similar to our employees' medical benefits. In December 2009, Genworth announced that eligibility for retiree medical benefits will be limited to associates who were within 10 years of retirement eligibility as of January 1, 2010. Genworth also provides retiree life and long-term care insurance benefits. Expenses allocated to us for retiree health and life insurance benefits plans were $0.5 million and $0.6 million for the years ended December 31, 2020 and 2019, respectively.

Savings Plans

Our employees participate in qualified and non-qualified defined contribution savings plans that allow employees to contribute a portion of their pay to the plan on a pre-tax basis. Genworth makes matching contributions equal to 100% of the first 4% of pay deferred by an employee and 50% of the next 2% of pay deferred by an employee so that our matching contribution does not exceed 5% of an employee's pay. Employees do not vest immediately in Genworth matching contributions but fully vest in the matching contributions after two complete years of service. One option available to employees in the defined contribution savings plan is the ClearCourse® variable annuity option offered by certain of Genworth's life insurance subsidiaries.

Prior to January 2021, employees also had the option of purchasing a fund which invests primarily in Genworth stock as part of the defined contribution savings plan. Several years ago, Genworth had contracted with Newport Trust Company ("Newport") to act as an independent fiduciary and investment manager with respect to Genworth stock in the defined contribution savings plan. The independent fiduciary's role is to act on behalf of a plan to protect the interests of participants and beneficiaries. As part of its on-going process, on January 8, 2021, Newport froze the fund due to uncertainty around the feasibility of Genworth executing on its strategic plans. Accordingly, future investments or transfers into the fund are no longer permitted.

Our cost associated with these plans was $3.2 million and $3.1 million for the years ended December 31, 2020 and 2019, respectively.

Health and Welfare Benefits for Active Employees

We provide health and welfare benefits to our employees, including health, life, disability dental and long-term care insurance, among others. Our long-term care insurance is provided through Genworth's long-term care insurance products.

(10) Share based compensation

As of December 31, 2020, all share-based awards held by our employees, including stock options, were granted under Genworth's incentive plans described below. We have not issued any share-based awards.

Prior to May 2012, share-based awards were granted to employees and directors, including stock options, stock appreciation rights ("SARs") and restricted stock units ("RSUs") under the 2004 Genworth Financial, Inc. Omnibus Incentive Plan (the "2004 Omnibus Incentive Plan"). In May 2012, the 2012 Genworth Financial, Inc. Omnibus Incentive Plan (the "2012 Omnibus Incentive Plan") was approved by Genworth's stockholders. Under the 2012 Omnibus Incentive Plan, Genworth was authorized to grant 16 million equity awards, plus a number of additional shares not to exceed 25 million underlying awards outstanding under the 2004 Omnibus Incentive Plan. In December 2018, the 2018 Genworth Financial, Inc. Omnibus Incentive Plan (the "2018 Omnibus Incentive Plan") was approved by Genworth's stockholders. Under the 2018 Omnibus Incentive Plan, Genworth is authorized to grant 25 million equity awards, plus a number of additional shares not to exceed 20 million underlying awards outstanding under the prior Plans. The 2004 Omnibus Incentive Plan together with the 2012 Omnibus Incentive Plan and the 2018 Omnibus Incentive Plan are referred to collectively as the "Omnibus Incentive Plans."

Share-based compensation expense under the Omnibus Incentive Plans was $4.4 million and $2.9 million for the years ended December 31, 2020 and 2019, respectively, and was included within acquisition and operating expenses, net of deferrals in the consolidated statements of income. For awards issued prior to January 1, 2006, share-based compensation expense was recognized on a graded vesting attribution method over the awards' respective vesting schedule. For awards issued after January 1, 2006, share-based compensation expense was recognized evenly on a straight-line attribution method over the awards' respective vesting period.

For purposes of determining the fair value of share-based payment awards on the date of grant, Genworth has historically used the Black-Scholes Model. However, no SARs or stock options were granted during 2020 and 2019, and therefore the Black-Scholes Model was not used in those respective years. The Black-Scholes Model requires the input of certain assumptions that involve judgment. Circumstances may change, and additional data may become available over time, which could result in changes to these assumptions and methodologies.

During 2020 and 2019, Genworth issued RSUs to our employees with average restriction periods of three years, with a fair value of $3.53 and $3.36, respectively, which were measured at the market price of a share of Genworth's Class A Common Stock on the grant date.

During 2020 and 2019, Genworth granted performance stock units ("PSUs") to our employees with a fair value of $3.03 and $4.61, respectively. The PSUs were granted at market price as of the approval date by Genworth's Board of Directors. PSUs may be earned over a three-year period based upon the achievement of certain performance goals.

The PSUs granted in 2020 have a three-year measurement period starting on January 1, 2020, going through December 31, 2022. The performance metrics are based on adjusted operating income of Genworth's U.S. Mortgage Insurance and Australia Mortgage Insurance segments and gross incremental

annual premiums in Genworth's long-term care insurance business, defined as approved weighted-average premium rate increases multiplied by the annualized in-force premiums.

The PSUs granted in 2019 have a three-year measurement period starting on January 1, 2019 going through December 31, 2021. The performance metric is based on consolidated Genworth's adjusted operating income.

For all PSU awards granted, the compensation committee of Genworth's Board of Directors determines and approves no later than March 15, following the end of the three-year performance period for each applicable performance period, the number of units earned and vested for each distinct performance period.

For the years ended December 31, 2020 and 2019, we recorded less than $1.0 million of expense in each year associated with our PSUs.

In 2020 and 2019, Genworth granted cash awards with a fair value of $1.00. Genworth has performance-based cash awards, which vest and payout after three years. Genworth also has time-based cash awards, which vest over three years, with a third of the payout occurring per year as determined by the vesting period, beginning on the first anniversary of the grant date. The following table summarizes cash award activity as of December 31, 2020 and 2019:

(Number of awards in thousands)	Performance-based cash awards	Time-based cash awards
Balance as of January 1, 2019	**2,597**	**4,733**
Granted	489	3,439
Vested	(1,443)	(2,232)
Forfeited	(190)	(370)
Balance as of January 1, 2020	**1,453**	**5,570**
Granted	—	3,607
Performance adjustment	261	—
Vested	(1,178)	(2,340)
Forfeited	(6)	(214)
Balance as of December 31, 2020	**530**	**6,623**

The following table summarizes stock option activity as of December 31, 2020 and 2019:

(Shares in thousands)	Shares subject to option	Weighted-average exercise price
Balance as of January 1, 2019	**103**	**$ 11.36**
Granted	—	$ —
Exercised	(25)	$ 2.46
Expired and forfeited	—	$ —
Balance as of January 1, 2020	**78**	**$ 14.18**
Granted	—	$ —
Exercised	—	$ —
Expired and forfeited	(78)	$ 14.18
Balance as of December 31, 2020	**—**	**$ —**
Exercisable as of December 31, 2020	**—**	**$ —**

There were no stock options outstanding as of December 31, 2020.

The following table summarizes the status of other equity-based awards as of December 31, 2020 and 2019:

	RSUs		PSUs		SARs	
Awards in thousands	Number of awards	Weighted-average grant date fair value	Number of awards	Weighted-average grant date fair value	Number of awards	Weighted-average grant date fair value
Balance as of January 1, 2019	**94**	**$ 7.38**	**—**	**$ —**	**666**	**$ 2.76**
Granted	135	$ 3.36	135	$ 4.61	—	$ —
Exercised	(85)	$ 7.38	—	$ —	—	$ —
Terminated	(9)	$ 7.38	—	$ —	(24)	$ 2.76
Balance as of January 1, 2020	**135**	**$ 3.36**	**135**	**$ 4.61**	**642**	**$ 2.76**
Granted	134	$ 3.53	134	$ 3.03	—	$ —
Exercised	(45)	$ 3.36	—	$ —	—	$ —
Terminated	**—**	$ —	—	$ —	(97)	$ 2.77
Balance as of December 31, 2020	**224**	**$ 3.46**	**269**	**$ 3.82**	**545**	**$ 2.76**

As of December 31, 2020, and 2019, total unrecognized share-based compensation expense related to non-vested awards not yet recognized was $1.4 million and $0.9 million, respectively. This expense is expected to be recognized over a weighted-average period of approximately two years and less than one year, respectively.

In 2020 and 2019, there was no cash received from stock options exercised in each year. New shares were issued to settle all exercised awards. The actual tax benefit realized for the tax deductions from the exercise of share-based awards was $0.8 million and $0.9 million as of December 31, 2020 and 2019, respectively.

(11) Related party transactions

Related Party Transactions

We have various agreements with Genworth that provide for reimbursement to and from Genworth of certain administrative and operating expenses that include, but are not limited to, information technology services and administrative services (such as finance, human resources, employee benefit administration and legal). These agreements provide for an allocation of corporate expenses to all Genworth businesses or subsidiaries. We incurred costs for these services of $50.3 million and $37.0 million in 2020 and 2019, respectively.

Our investment portfolio is managed by Genworth. Under the terms of the investment management agreement we are charged a fee by Genworth. All fees paid to Genworth are charged to investment expense and are included in net investment income in the consolidated statements of income. The total investment expenses paid to Genworth were $5.2 million and $4.1 million for the years ended December 31, 2020 and 2019, respectively.

Our employees participate in certain benefit plans sponsored by Genworth and certain share-based compensation plans that utilize shares of Genworth common stock and other incentive plans. See Note 9 and Note 10 for further information.

We provide certain information technology and administrative services (such as facilities and maintenance) to Genworth. We charged Genworth $1.3 million and $1.5 million for these services in 2020 and 2019, respectively.

We previously held an investment in common shares of Genworth Canada. Genworth Canada was consolidated within Genworth until its sale on December 12, 2019. We received dividends from Genworth Canada of $41.9 million in 2019, which is included within change in fair value of unconsolidated affiliate, net of tax in the consolidated statements of income.

We paid cash dividends of $437.4 million and $250.0 million to Genworth in 2020 and 2019, respectively. The amount and timing of future dividends will depend on the economic recovery from COVID-19, among other factors. Refer to Note 13 for further details on dividend restrictions.

We have a tax sharing agreement in place with Genworth, such that we participate in a single U.S. consolidated income tax return filing. All intercompany balances related to this agreement are settled at least annually. Refer to Note 8 for further details.

The consolidated financial statements include the following amounts due to and from Genworth relating to recurring service and expense agreements as of December 31:

(Amounts in thousands)	2020	2019
Amounts payable to Genworth	$ 12,371	$ 8,119
Amounts receivable from Genworth	$ 371	$ 997

(12) Commitments and contingencies

Leases

We lease certain office facilities, equipment and automobiles under operating leases. Operating lease expenses were approximately $4.0 million and $4.2 million for the years ended December 31, 2020 and 2019, respectively. See Note 2 for additional information related to operating leases. The following table presents future minimum rent payments under operating leases as of December 31, 2020:

(Amounts in thousands)	Future minimum payments under operating leases
2021	$ 3,518
2022	3,632
2023	3,601
2024	3,682
2025	3,765
2026 and thereafter	7,785
Total lease payments	25,983
Imputed interest	(5,549)
Operating lease liabilities	$ 20,434

Litigation and Regulatory Matters

We face the risk of litigation and regulatory investigations and actions in the ordinary course of operating our business and are also subject to litigation arising out of our general business activities, such as our contractual and employment relationships. Past legal and regulatory actions include proceedings

specific to us and others generally applicable to business practices in the mortgage insurance industry in which we operate. We have been, or may become, subject to lawsuits or regulatory investigations alleging, among other things, issues relating to violations of the Real Estate Settlement and Procedures Act of 1974 (“RESPA”) or related state anti-inducement laws, mortgage insurance policy rescissions and curtailments, pricing structures and general business practices, and breaching duties related to the privacy and information security of customer information. Plaintiffs in lawsuits against us may seek very large or indeterminate amounts which may remain unknown for substantial periods of time. In addition, we are also subject to various regulatory inquiries, such as information requests, subpoenas, books and record examinations and market conduct and financial examinations from state and federal regulators and other authorities. A substantial legal liability or a significant regulatory action against us could have an adverse effect on our business, financial condition and results of operations. Moreover, even if we ultimately prevail in the litigation, regulatory action or investigation, we could suffer significant reputational harm, which could have an adverse effect on our business, financial condition or results of operations.

(13) Statutory information

Statutory Accounting Principles

We prepare our statutory financial statements in accordance with the accounting practices required or permitted, if applicable, by the insurance departments of the respective states of domicile of our insurance subsidiaries. These statements of statutory accounting principles (“SSAP”) are established by a variety of National Association of Insurance Commissioners ("NAIC") publications, as well as state laws, regulations and general administrative rules. In addition, insurance departments have the right to permit other specific practices that may deviate from prescribed practices. As of December 31, 2020, we did not have any prescribed or permitted statutory accounting practices that resulted in reported statutory surplus or risk-to-capital ratios being different from what would have been reported had NAIC statutory accounting practices been followed.

The key areas where SSAP financial statements differ from financial statements presented on a U.S. GAAP basis include:

(a) Under SSAP, mortgage insurance companies are required each year to establish a special contingency reserve in their statutory financial statements to provide for losses in the event of significant economic declines. Annual additions to the statutory contingency reserve must be at least 50% of net earned premiums earned in such year. Such amount must be maintained in the contingency reserve for 10 years, after which time it is released to unassigned surplus. Prior to 10 years, the contingency reserve may be reduced with regulatory approval to the extent that losses in any calendar year exceed 35% of earned premiums for such year.

(b) Under SSAP, insurance policy acquisition costs are charged against operations in the year incurred. Under U.S. GAAP, such costs are deferred and amortized.

(c) Under SSAP, income tax expense is calculated on the basis of amounts currently payable. Generally, deferred tax assets are recognized under both SSAP and U.S. GAAP when it is more likely than not that the deferred tax asset will be realized. However, SSAP standards impose additional admissibility requirements whereby deferred tax assets are only recognized to the extent they are expected to be recovered within a one- to three-year period subject to a capital and surplus limitation. Changes in deferred tax assets and liabilities are recognized as a direct benefit or charge to unassigned surplus, whereas under U.S. GAAP changes in deferred tax assets and liabilities, except for changes in unrealized gains and losses on available-for-sale securities, are recorded as a component of income tax expense.

(d) Under SSAP, investment grade fixed-maturity investments are valued at amortized cost and below-investment grade securities are carried at the lower of amortized cost or market value. Under U.S. GAAP, those investments that we do not have the ability or intent to hold to maturity are considered to be either available for sale or trading securities and are recorded at fair value, with the unrealized gain or loss recognized, net of tax, as an increase or decrease to equity or current operations, as applicable.

(e) Under SSAP, certain assets, designated as non-admitted assets, are charged directly against statutory surplus. Such assets are reflected in our U.S. GAAP financial statements.

The table below presents statutory net income, statutory policyholders' surplus and contingency reserve for the combined insurance subsidiaries as of and for the years ended December 31:

(Amounts in thousands)	2020	2019
Statutory net income	$ 404,315	$ 847,384
Statutory policyholders' surplus	$ 1,555,035	$ 1,632,518
Contingency reserve	$ 2,518,194	$ 2,031,563

Statutory Capital Requirements

Mortgage insurers are not subject to the NAIC's risk-based capital ("RBC") requirements, but certain states and other regulators impose another form of capital requirement on mortgage insurers requiring maintenance of a risk-to-capital ratio not to exceed 25:1. Our insurance subsidiaries are domiciled in North Carolina. Fifteen other states maintain similar risk-to-capital requirements. As of December 31, 2020 and 2019, the risk-to-capital ratio for our combined insurance subsidiaries under the current regulatory framework as established under North Carolina law and enforced by the North Carolina Department of Insurance ("NCDOI") was approximately 12.1:1 and 12.2:1, respectively. Each of our insurance subsidiaries met its respective capital requirement as of December 31, 2020.

PMIERs Regulatory Requirements

Mortgage insurers must meet the private mortgage insurer eligibility requirements ("PMIERs") as set forth by each GSE in order to remain eligible to insure loans that are purchased by the GSEs. Each approved mortgage insurer is required to provide the GSEs with an annual certification and a quarterly report as to its compliance with PMIERs.

On June 29, 2020, the GSEs issued guidance amending PMIERs further, in light of COVID-19, effective June 30, 2020 (the "PMIERs Amendment"). In September 2020, the GSEs issued an amended and restated version of the PMIERs Amendment that clarifies Section I (Risk-Based Required Asset Amount Factors), which became effective retroactively on June 30, 2020, and includes a new Section V (Delinquency Reporting), which became effective on December 31, 2020. On December 4, 2020, the GSEs issued a revised and restated version of the PMIERs Amendment that revised and replaced the version issued in September 2020. The December 4, 2020 version extended the application of reduced PMIERs capital factors to each non-performing loan that has an initial missed monthly payment occurring on or after March 1, 2020 and prior to April 1, 2021 and capital preservation period from March 31, 2021 to June 30, 2021.

The PMIERs include financial requirements for mortgage insurers under which a mortgage insurer's "Available Assets" (generally only the most liquid assets of an insurer) must meet or exceed "Minimum Required Assets" (which are based on an insurer's risk-in-force ("RIF") and are calculated from tables of factors with several risk dimensions and are subject to a floor amount) and otherwise generally establish when a mortgage insurer is qualified to issue coverage that will be acceptable to the respective GSE for acquisition of high loan-to-value ("LTV") mortgages. The GSEs may amend or waive PMIERs at their

discretion, impose additional conditions or restrictions on us and also have broad discretion to interpret PMIERs, which could impact the calculation of our "Available Assets" and/or "Minimum Required Assets." The amount of capital that GMICO may be required in the future to maintain the "Minimum Required Assets" as defined in PMIERs, and operate our business is dependent upon, among other things: (i) the way PMIERs are applied and interpreted by the GSEs and the Federal Housing Finance Agency ("FHFA") as and after they are implemented; (ii) the future performance of the housing market, including as a result of COVID-19 and the length and speed of recovery; (iii) our generation of earnings in our business, "Available Assets" and "Minimum Required Assets," reducing RIF and reducing delinquencies as anticipated, and writing anticipated amounts and types of new mortgage insurance business; and (iv) our overall financial performance, capital and liquidity levels. Depending on our actual experience, the amount of capital required under PMIERs may be higher than currently anticipated. In the absence of a premium increase for new business, if we hold more capital relative to insured loans, our returns will be lower. We may be unable to increase premium rates for various reasons, principally due to competition. Our inability, on the other hand, to increase the capital as required in the anticipated timeframes and on the anticipated terms, and to realize the anticipated benefits, could have a material adverse impact on our business, results of operations and financial condition. More particularly, our ability to continue to meet the PMIERs financial requirements and maintain a prudent amount of capital in excess of those requirements, given the dynamic nature of asset valuations and requirement changes over time, is dependent upon, among other things: (i) our ability to complete credit risk transfer ("CRT") transactions on our anticipated terms and timetable, which, as applicable, are subject to market conditions, third-party approvals and other actions (including approval by the GSEs), and other factors that are outside of our control and (ii) our ability to contribute holding company cash or other sources of capital to satisfy the portion of the financial requirements that are not satisfied through these transactions.

The PMIERs Amendment implemented both permanent and temporary revisions to PMIERs. For loans that became non-performing due to a COVID-19 hardship, PMIERs was temporarily amended with respect to each non-performing loan that (i) has an initial missed monthly payment occurring on or after March 1, 2020 and prior to April 1, 2021 or (ii) is subject to a forbearance plan granted in response to a financial hardship related to COVID-19, the terms of which are materially consistent with terms of forbearance plans offered by the GSEs. The risk-based required asset amount factor for the non-performing loan will be the greater of (a) the applicable risk-based required asset amount factor for a performing loan were it not delinquent, and (b) the product of a 0.30 multiplier and the applicable risk-based required asset amount factor for a non-performing loan. In the case of (i) above, absent the loan being subject to a forbearance plan described in (ii) above, the 0.30 multiplier will be applicable for no longer than three calendar months beginning with the month in which the loan became a non-performing loan due to having missed two monthly payments. Loans subject to a forbearance plan described in (ii) above include those that are either in a repayment plan or loan modification trial period following the forbearance plan unless reported to the approved insurer that the loan is no longer in such forbearance plan, repayment plan, or loan modification trial period. The PMIERs Amendment also imposes temporary capital preservation provisions through June 30, 2021, that require an approved insurer to obtain prior written GSE approval before paying any dividends, pledging or transferring assets to an affiliate or entering into any new, or altering any existing, arrangements under tax sharing and intercompany expense-sharing agreements, even if such insurer has a surplus of available assets. Therefore, the PMIERs Amendment may restrict or prevent GMICO from paying us dividends.

The PMIERs Amendment additionally imposes permanent revisions to the risk-based required asset amount factor for non-performing loans for properties located in future Federal Emergency Management Agency ("FEMA")-Declared Major Disaster Areas eligible for individual assistance.

Our assessment of PMIERs compliance is based on a number of factors, including our understanding of the GSEs' interpretation of the PMIERs financial requirements. The GSEs require our mortgage insurance subsidiaries to maintain a maximum statutory RTC ratio of 18:1 or they reserve the right to

reevaluate the amount of PMIERs credit for reinsurance and other CRT transactions available under PMIERs indicated in their approval letters. Freddie Mac has also imposed additional requirements on our option to commute these reinsurance agreements. Both GSEs reserved the right to periodically review the reinsurance transactions for treatment under PMIERs. If we are unable to continue to meet the requirements mandated by PMIERs, the GSE Restrictions (as defined herein) and any additional restrictions imposed on us by the GSEs, whether because the GSEs amend them or the GSEs' interpretation of the financial requirements requires us to hold amounts of capital that are higher than we have planned or otherwise, we may not be eligible to write new insurance on loans acquired by the GSEs, which would have a material adverse effect on our business, results of operations and financial condition.

We have met all PMIERs reporting requirements as required by the GSEs. As of December 31, 2020, we had available assets of $4,588 million against $3,359 million net required assets under PMIERs, compared to available assets of $3,811 million against $2,754 million net required assets as of December 31, 2019. The sufficiency above the published PMIERs financial requirements as of December 31, 2020, was $1,229 million, compared to $1,057 million above the published PMIERs requirements as of December 31, 2019, resulting in a PMIERs sufficiency ratio of 137% and 138% as of December 31, 2020 and 2019, respectively, which in each case, was above the requirement imposed by the GSE Restrictions that required us to maintain a PMIERs sufficiency ratio of 115% in 2020. In addition, our PMIERs required assets as of December 31, 2020, benefited from the application of a 0.30 multiplier applied to the risk-based required asset amount factor for certain non-performing loans. The application of the 0.30 multiplier to all eligible delinquencies provided $1,046 million of benefit to our December 31, 2020 PMIERs required assets. Our CRT transactions provided an estimated aggregate of $936 million of PMIERs capital credit as of December 31, 2020.

Dividend Restrictions

The majority of our investments are held by our regulated U.S. mortgage insurance subsidiaries which may be limited in their ability to make dividends or distributions to a holding company in the future due to restrictions related to their capital levels. Our U.S. mortgage insurance subsidiaries are required to maintain minimum capital on a statutory basis, as well as pursuant to the PMIERs promulgated by the GSEs. Moreover, even where such dividends or distributions would not cause capital to fall below the minimum levels required by state insurance regulators and the GSEs, all proposed dividends or distributions, regardless of amount and source, by our U.S. mortgage insurance subsidiaries are subject to review and potential disapproval by the N.C. Commissioner of Insurance (the "Commissioner"). Within that general regulatory right of review process, there are three (3) minor procedural variances depending on (i) the amount of the dividend or distribution as well as (ii) the source thereof. As regards amount, dividends and distributions may be classified as either "ordinary" or "extraordinary." (1) The review standard for an "ordinary" dividend or distribution is that notice must be given to the Commissioner 30 days in advance of the proposed payment date, during which period the Commissioner may disapprove the proposed dividend or distribution. An "extraordinary dividend or distribution" is defined by statute as one, which combined with all others made in the preceding 12 months, exceeds the greater of (i) 10% of the insurer's surplus as regards policyholders as of the preceding December 31, or (ii) net income, excluding realized capital gains, for the 12-month period ending the preceding December 31. (2) The review standard for an "extraordinary" dividend or distribution is effectively the same as that for an "ordinary" dividend or distribution that the insurer must give 30 days' notice and the Commissioner has not disapproved the proposal in that 30-day period. For both "ordinary" and "extraordinary" dividends, the Commissioner has the option to affirmatively grant approval prior to the expiration of the 30-day notice period. (3) Finally, as regards source of funds, the payment of any dividend or distribution from any source other than unassigned surplus, regardless of the amount, requires prior written approval of the Commissioner. In each of the three (3) instances, approval or non-disapproval of any dividend or distribution is based upon the reasonableness of the insurer's surplus in relation to its outstanding liabilities and the adequacy of its surplus relative to its financial needs. Based on estimated statutory

results as of December 31, 2020, in accordance with applicable dividend restrictions, our U.S. mortgage insurance subsidiaries could pay dividends or distributions from unassigned surplus of approximately $199.0 million in 2021 without obtaining prior regulatory approval, although notice of the intent to pay must be provided to the Commissioner 30 days in advance thereof.

(14) Accumulated other comprehensive income (loss)

The following table presents a roll-forward of accumulated other comprehensive income (loss):

(Amounts in thousands)	Net unrealized gains (losses) on investments	Total
Balance January 1, 2019, net of tax	**$ (26,522)**	**$ (26,522)**
Other comprehensive income (loss) before reclassifications	120,505	120,505
Amounts reclassified (from) to other comprehensive income (loss)	(552)	(552)
Total other comprehensive income (loss)	119,953	119,953
Balance January 1, 2020, net of tax	**93,431**	**93,431**
Other comprehensive income (loss) before reclassifications	112,307	112,307
Amounts reclassified (from) to other comprehensive income (loss)	2,640	2,640
Total other comprehensive income (loss)	114,947	114,947
Balance December 31, 2020, net of tax	**$ 208,378**	**$ 208,378**

The following table presents the effect of the reclassification of significant items out of accumulated other comprehensive income (loss) on the respective line items of the consolidated statements of income:

(Amounts in thousands)	Amounts reclassified from accumulated other comprehensive income (loss) 2020	2019	Affected line item in consolidated statement of income
Net unrealized gains (losses) on investments	$ (3,342)	$ 698	Net investment gains (losses)
Benefit (expense) for income taxes	702	(147)	Provision for income taxes

(15) Earnings per share

The basic earnings per share computation is based on the weighted average number of shares of common stock outstanding. For the years ended December 31, 2020 and 2019, we had no instruments outstanding that would be dilutive to earnings per share.

The following table presents the computation of earnings per share for the years ended December 31:

(Amounts in thousands, except per share amounts)	2020	2019
Net income available to EHI common shareholders	$ 370,421	$ 677,628
Weighted average common shares outstanding—basic and diluted	162,840	162,840
Net income per common share—basic and diluted	**$ 2.27**	**$ 4.16**

(16) Subsequent events

On February 4, 2021, we executed an excess of loss reinsurance transaction with a panel of reinsurers, which will provide up to $210.4 million of reinsurance coverage on a portion of current and expected new insurance written for the 2021 book year, effective January 1, 2021.

On March 2, 2021, we obtained $495.0 million of excess of loss reinsurance coverage from Triangle Re 2021-1 Ltd. (“Triangle Re 2021-1”) on a portfolio of existing seasoned mortgage insurance policies written from January 2014 through December 2018 and from October 2019 through December 2019. In connection with entering into the reinsurance agreement with Triangle Re 2021-1, we believe that the risk transfer requirements for reinsurance accounting were met as Triangle Re 2021-1 is assuming significant insurance risk and a reasonable possibility of significant loss. Triangle Re 2021-1 reinsurance coverage is derived by applying a reinsurance cession percentage to the MI coverage for each loan to get to an Aggregate Exposed Principal Balance (“AEPB”). This AEPB accounts for any existing reinsurance and ensures we retain a minimum 5% vertical risk retention on each loan. For the reinsurance coverage, we retain the first layer of aggregate losses up to $212.1 million. Triangle Re 2021-1 provides 100.0% reinsurance coverage for losses above our retained first layer up to $495.0 million.

On April 16, 2021, we obtained $302.7 million of excess of loss reinsurance coverage from Triangle Re 2021-2 Ltd. (“Triangle Re 2021-2”) on a portfolio of existing mortgage insurance policies written from September 2020 through December 2020. In connection with entering into the reinsurance agreement with Triangle Re 2021-2, we believe that the risk transfer requirements for reinsurance accounting were met as Triangle Re 2021-2 is assuming significant insurance risk and a reasonable possibility of significant loss. For the reinsurance coverage, we retain the first layer of aggregate losses up to $188.6 million. Triangle Re 2021-2 provides 76.0% reinsurance coverage for losses above our retained first layer up to $302.7 million.

On May 3, 2021, we entered into a share exchange agreement with Genworth Holdings. See Note 1 for additional information regarding the share exchange.

We considered subsequent events through the date on which the financial statements were issued, May 3, 2021.

SCHEDULE I

ENACT HOLDINGS, INC.

Summary of Investments—Other Than Investments in Related Parties

As of December 31, 2020, the amortized cost, fair value and carrying value of our invested assets were as follows:

(Amounts in thousands)	Amortized cost	Fair value	Carrying value
U.S. government, agencies and GSEs	$ 134,215	$ 138,224	$ 138,224
State and political subdivisions	172,631	187,377	187,377
Non-U.S. government	29,592	31,031	31,031
U.S. corporate	2,695,009	2,888,625	2,888,625
Non-U.S. corporate	578,295	607,669	607,669
Other asset-backed	1,172,174	1,193,670	1,193,670
Total	**$ 4,781,916**	**$ 5,046,596**	**$ 5,046,596**

See Report of Independent Registered Public Accounting Firm

SCHEDULE II

ENACT HOLDINGS, INC.
(PARENT COMPANY ONLY)

Balance Sheets

(Amounts in thousands)	December 31, 2020	December 31, 2019
Assets		
Investments in subsidiaries	$ 4,333,551	$ 3,827,072
Cash and cash equivalents	300,318	3
Other assets	3,832	—
Total assets	**$ 4,637,701**	**$ 3,827,075**
Liabilities and equity		
Liabilities:		
Other liabilities	$ 17,728	$ —
Long-term borrowings	738,162	—
Total liabilities	**755,890**	**—**
Equity:		
Common stock	1,628	1,628
Additional paid-in capital	2,368,699	2,361,978
Accumulated other comprehensive income (losses)	208,378	93,431
Retained earnings	1,303,106	1,370,038
Total equity	**3,881,811**	**3,827,075**
Total liabilities and equity	**$ 4,637,701**	**$ 3,827,075**

See Notes to Schedule II
See Report of Independent Registered Public Accounting Firm

SCHEDULE II

ENACT HOLDINGS, INC.
(PARENT COMPANY ONLY)

Statements of Income

(Amounts in thousands)	Years ended December 31, 2020	2019
Revenues:		
Net investment income	$ 23	$ —
Total revenues	23	—
Expenses:		
Acquisition and operating expenses, net of deferrals	1	—
Interest expense	18,244	—
Total expenses	18,245	—
Loss before income taxes and equity in income of subsidiaries	**(18,222)**	**—**
Benefit for income taxes	(3,831)	—
Loss before equity in income of subsidiaries	**(14,391)**	**—**
Equity in income of subsidiaries	384,812	677,628
Net income	**$ 370,421**	**$ 677,628**

See Notes to Schedule II
See Report of Independent Registered Public Accounting Firm

SCHEDULE II

ENACT HOLDINGS, INC.
(PARENT COMPANY ONLY)

Statements of Comprehensive Income

(Amounts in thousands)	Years ended December 31, 2020	2019
Net income	$ 370,421	$ 677,628
Other comprehensive income, net of taxes:		
Net unrealized gains on securities not other-than temporarily impaired	114,947	119,953
Total comprehensive income	**$ 485,368**	**$ 797,581**

See Notes to Schedule II
See Report of Independent Registered Public Accounting Firm

SCHEDULE II

ENACT HOLDINGS, INC.
(PARENT COMPANY ONLY)

Statements of Cash Flows

(Amounts in thousands)	Years ended December 31, 2020	2019
Cash flows from operating activities:		
Net income	$ 370,421	$ 677,628
Adjustments to reconcile net income to net cash provided by operating activities:		
Equity in income from subsidiaries	(384,812)	(677,628)
Dividends from subsidiaries	—	250,008
Change in certain assets and liabilities:		
Other assets	(3,832)	—
Other liabilities	18,240	(8)
Net cash provided by operating activities	**17**	**250,000**
Cash flows from investing activities:		
Net cash provided by investing activities	—	—
Cash flows from financing activities:		
Proceeds from the issuance of long-term debt	737,651	—
Dividends paid to Genworth	(437,353)	(250,000)
Net cash provided by (used in) financing activities	**300,298**	**(250,000)**
Net increase in cash and cash equivalents	300,315	—
Cash and cash equivalents at beginning of year	3	3
Cash and cash equivalents at end of year	**$ 300,318**	**$ 3**
Supplementary disclosure of cash flow information:		
Non-cash capital contributions from Genworth	$ 6,721	$ 5,755
Non-cash capital contributions to subsidiaries	$ (6,721)	$ (5,755)

See Notes to Schedule II
See Report of Independent Registered Public Accounting Firm

SCHEDULE II

ENACT HOLDINGS, INC.
(PARENT COMPANY ONLY)

Notes to Schedule II
Years Ended December 31, 2020 and 2019

(1) Organization and purpose

Enact Holdings, Inc. ("EHI") has been a wholly owned subsidiary of Genworth since EHI's incorporation in Delaware in 2012. On May 3, 2021, EHI amended its certificate of incorporation to change its name from Genworth Mortgage Holdings, Inc. Concurrently, we entered into a share exchange agreement with Genworth Holdings, Inc. ("Genworth Holdings"), pursuant to which Genworth Holdings exchanged the 100 shares of our common stock owned by it, representing all of our issued and outstanding capital stock, for 162,840,000 newly-issued shares of common stock, par value $0.01, of EHI. All of the share and per share information presented in the consolidated financial statements, notes to the consolidated financial statements, and supplemental schedules to the financial statements has been adjusted to reflect the share exchange on a retroactive basis for all periods and as of all dates presented.

On November 29, 2019, Genworth completed a holding company reorganization whereby Genworth contributed 100% of the issued and outstanding voting securities of EHI to Genworth Holdings, Inc. ("Genworth Holdings"). Post-contribution, EHI is a direct, wholly owned subsidiary of Genworth Holdings, and Genworth Holdings is still a direct, wholly owned subsidiary of Genworth. EHI is a holding company whose subsidiaries offer U.S. mortgage insurance products.

(2) Summary of significant accounting policies

The accompanying EHI financial statements have been prepared on the same basis and using the same accounting policies as described in the consolidated financial statements included herein. These financial statements should be read in conjunction with our consolidated financial statements and the accompanying notes thereto.

EHI includes in its statements of income equity in income of subsidiaries, which represents the net income of each of its subsidiaries.

(3) Borrowings

The following table sets forth long-term borrowings as of December 31:

(Amounts in thousands)	2020	2019
6.5% Senior Notes, due 2025	$ 750,000	$ —
Deferred borrowing charges	(11,838)	—
Total	$ 738,162	$ —

On August 21, 2020, EHI issued $750 million in aggregate principal amount of 6.5% senior notes due in 2025. EHI incurred $12.6 million of borrowing costs that were deferred and were netted against the principal amount of the notes. Interest on the notes is payable semi-annually in arrears on February 15 and August 15 of each year, commencing on February 15, 2021. These notes mature on August 15, 2025. EHI may redeem the notes in whole or in part at any time prior to February 15, 2025, at EHI's option by paying a make-whole premium plus accrued and unpaid interest, if any. At any time on or after February 15, 2025, EHI may redeem the notes in whole or in part at its option at 100% of the principal amount plus accrued and unpaid interest. The notes contain customary events of default which, subject to certain notice and cure conditions, can result in the acceleration of the principal and accrued interest on the outstanding notes if EHI breaches the terms of the indenture.

EHI committed to retain $300 million of the net proceeds from the issuance of these notes that can be drawn down exclusively for its debt service or to contribute to GMICO to meet its regulatory capital needs.

Through and including , 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

22,576,140 Shares

Enact Holdings, Inc.

Common Stock

PROSPECTUS
, 2021

Lead Book-Running Managers

J.P. Morgan | **Goldman Sachs & Co. LLC**

Joint Book-Running Managers

BofA Securities | Credit Suisse

Co-Managers

Citigroup | Deutsche Bank Securities | Keefe, Bruyette & Woods *A Stifel Company* | Dowling & Partners Securities LLC | BTIG

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item13. Other Expenses of Issuance and Distribution

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

	Amount to be paid
SEC registration fee	$ 67,981 (1)
FINRA filing fee	93,965
Nasdaq listing fee	295,000
Legal fees and expenses	500,000
Accounting fees and expenses	200,000
Printing expenses	100,000
Transfer agent and registrar fees	6,500
Miscellaneous fees and expenses	111,680
Total	$ 1,375,126

(1) The Registrant previously paid $10,910 in connection with a prior filing of this Registration Statement.

Item14. Indemnification of Directors and Officers

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

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

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

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

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

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

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

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

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

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

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

Item15. Recent Sales of Unregistered Securities

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

2025 Senior Notes

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

Item16. Exhibits and Financial Statement Schedules

(a) Exhibits.

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

10.9+#	Special Severance Payment Agreement between Genworth Financial, Inc. and Evan Stolove.
10.10+#	Amendment No. 1 to Special Severance Payment Agreement between Genworth Financial, Inc. and Evan Stolove.
10.11+#	Transition Retention Bonus Agreement between Genworth Financial, Inc. and Hardin Dean Mitchell.
10.12+#	Transition Retention Bonus Agreement between Genworth Financial, Inc. and Evan Stolove.
10.13+#	Retention Bonus Agreement between Genworth Financial, Inc. and Rohit Gupta.
10.14+#	Retention Bonus Agreement between Genworth Financial, Inc. and Hardin Dean Mitchell.
10.15+#	Retention Bonus Agreement between Genworth Financial, Inc. and Evan Stolove.
10.16+#	Amended and Restated Genworth Financial, Inc. 2015 Key Employee Severance Plan (incorporated by reference to Exhibit 10.6 to the Quarterly Report on Form 10-Q of Genworth Financial, Inc. for the period ended June 30, 2019).
10.17+#	Amended and Restated Genworth Financial, Inc. 2014 Change of Control Plan (incorporated by reference to Exhibit 10.5 to the Quarterly Report on Form 10-Q of Genworth Financial, Inc. for the period ended June 30, 2019).
10.18+#	Amended and Restated Genworth Financial, Inc. Retirement and Savings Restoration Plan (incorporated by reference to Exhibit 10.48 to the Annual Report on Form 10-K of Genworth Financial, Inc. for the fiscal year ended December 31, 2015).
10.19+#	Amended and Restated Genworth Financial, Inc. Supplemental Executive Retirement Plan (incorporated by reference to Exhibit 10.47 to the Annual Report on Form 10-K of Genworth Financial, Inc. for the fiscal year ended December 31, 2015).
10.20	Form of Indemnification Agreement between Enact Holdings, Inc. and its directors and officers.
10.21	Form of Registration Rights Agreement between Enact Holdings, Inc. and affiliates of Bayview Asset Management, LLC.
21.1#	List of subsidiaries of Enact Holdings, Inc.
23.1	Consent of KPMG LLP, independent registered public accounting firm.
23.2	Consent of Sidley Austin LLP (included in Exhibit 5.1).
24.1#	Power of Attorney (included on the signature page to this registration statement).
99.1	Consent of Dominic Addesso, a director nominee.
99.2	Consent of John D. Fisk, a director nominee.
99.3	Consent of Sheila Hooda, a director nominee.
99.4	Consent of General Raymond T. Odierno, a director nominee.
99.5	Consent of Robert P. Restrepo Jr., a director nominee.
99.6	Consent of Debra W. Still, a director nominee.
99.7	Consent of Westley V. Thompson, a director nominee.
99.8	Consent of Anne G. Waleski, a director nominee.

Previously filed
+ Indicates management contract and compensatory plan

(b) Financial Statement Schedules

See the supplemental schedules listed in the Index of Combined Financial Statements, which are incorporated by reference as if fully set forth herein.

Item17. Undertakings

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

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the

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

The undersigned registrant hereby further undertakes that:

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Raleigh, North Carolina, on the 4th day of May, 2021.

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

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Rohit Gupta, Hardin Dean Mitchell and Evan Stolove, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-1 and any and all amendments (including post-effective amendments) hereto and any registration statements relating to the offering contemplated hereby filed pursuant to Rule 462(b) under the Securities Act, and any and all amendments (including post-effective amendments) thereto, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full right, power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as such person may or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or any of his, her or their substitute or substitutes, may lawfully have done or may do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ Rohit Gupta Rohit Gupta	President, Chief Executive Officer and Director (principal executive officer)	May 4, 2021
* Hardin Dean Mitchell	Executive Vice President, Chief Financial Officer, Treasurer and Director (principal financial officer)	May 4, 2021
* James McMullen	Controller (principal accounting officer)	May 4, 2021
/s/ Thomas J. McInerney Thomas J. McInerney	Director	May 4, 2021
/s/ Daniel J. Sheehan IV Daniel J. Sheehan IV	Director	May 4, 2021

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

Enact Holdings, Inc.

[ ] Shares of Common Stock, Par Value $ 0.01 Per Share

Underwriting Agreement

[ ], 2021

J.P. Morgan Securities LLC
Goldman Sachs & Co. LLC
As representatives (the "Representatives")
of the several Underwriters
named in Schedule I hereto,

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282-2198

Ladies and Gentlemen:

Enact Holdings, Inc., a Delaware corporation (the "Company"), and Genworth Holdings, Inc., a Delaware corporation (the "Selling Stockholder"), confirm, subject to the terms and conditions stated in this agreement (this "Agreement"), (i) the sale by the Selling Stockholder, and the purchase by the Underwriters named in Schedule I hereto (the "Underwriters"), of an aggregate of [ ] shares (the "Firm Shares") and (ii) the grant by the Selling Stockholder to the Underwriters, acting severally and not jointly, of up to [ ] additional shares (the "Optional Shares") of common stock, par value $0.01 per share ("Stock"), of the Company pursuant to Section 3 hereof (the Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 3 hereof being collectively called the "Shares").

The Master Agreement, the Shared Services Agreement, the Transitional Trademark License Agreement and the Intellectual Property Cross License Agreement, each as described under the heading "Certain Relationships and Related Party Transactions" in the Pricing Prospectus and the Prospectus (as such terms are defined below) are referred to, collectively, as the "Transition Documents."

1. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement on Form S–1 (File No. 333-255345) (the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose has been initiated or, to the Company's knowledge, threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a)

under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 6(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(c) hereof) is hereinafter called the "Pricing Prospectus"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus"; any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Act is hereinafter called a "Testing-the-Waters Communication"; any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a "Written Testing-the-Waters Communication"; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "Issuer Free Writing Prospectus");

(b) (A) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and (B) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the applicable requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 13(b) of this Agreement) and the Selling Stockholder Information (as defined in Section 13(c) of this Agreement);

(c) The Company has all requisite corporate power to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by the Company;

(d) For the purposes of this Agreement, the "Applicable Time" is [ ] p.m. (New York City time) on the date of this Agreement. The Pricing Prospectus, as supplemented by the information listed on Schedule II(c) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not, and as of each Time of Delivery (as defined in Section 4(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of each Time of Delivery will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(e) No documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule II(b) hereto;

(f) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the

applicable requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of each Time of Delivery, as applicable, contain an untrue statement of a material fact or omit to state a material fact, with respect to the Registration Statement including any amendments or supplements thereto, required to be stated therein or necessary to make the statements therein not misleading or, with respect to the Prospectus including any amendments or supplements thereto, necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(g) Neither the Company nor any of its subsidiaries has since the date of the latest audited financial statements included in the Pricing Prospectus, (i) sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries, taken as a whole, in each case otherwise than as set forth or contemplated in the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been (A) any change in the Company's capital stock or the consolidated long-term debt of the Company and its subsidiaries or (B) any Material Adverse Effect (as defined below), except as set forth or contemplated in the Pricing Prospectus; as used in this Agreement, "Material Adverse Effect" shall mean any material adverse change or effect, or any development involving a prospective material adverse change or effect, in or affecting the general affairs, senior management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole;

(h) The Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Prospectus or such as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(i) The Company and each of its subsidiaries has been duly incorporated or formed and is validly existing as a corporation or limited liability company in good standing under the laws of its respective jurisdiction of incorporation or formation, with power and authority (corporate, limited liability company and other) to own its properties and conduct its business as described in the Pricing Prospectus, and has been duly qualified as a foreign corporation or limited liability company for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except where the failure to be so qualified or be in good standing in any such jurisdiction would not reasonably be expected to have a Material Adverse Effect, and each subsidiary of the Company required to be listed in the Registration Statement has been listed in the Registration Statement;

(j) The Company has an authorized capitalization as set forth in the Pricing Prospectus and all of the issued shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; and all of the issued shares of capital stock or membership interests, as applicable, of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except, in the case of any foreign subsidiary, for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or adverse claims;

(k) The Shares to be sold by the Selling Stockholder to the Underwriters hereunder have been duly authorized and validly issued and fully paid and non-assessable and conform to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus;

(l) The sale of the Shares by the Selling Stockholder and the compliance by the Company with its obligations under this Agreement and the consummation by the Company of the transactions herein contemplated will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, except, in the case of this clause (A) for such conflicts, defaults, breaches or violations that would not, individually or in the aggregate, have a Material Adverse Effect, (B) result in a violation of the certificate of incorporation or by-laws of the Company or (C) result in a violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except, in the case of this clause (C), for such violations that would not, individually or in the aggregate, have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body (including insurance regulatory authorities) is required for the sale of the Shares by the Selling Stockholder or the consummation by the Company of the transactions contemplated by this Agreement, except for such consents, approvals, authorizations, orders, registrations or qualifications (i) as have been obtained or made, (ii) as may be required under the Act, (iii) as may be required by the Financial Industry Regulatory Authority ("FINRA") and (iv) as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(m) Neither the Company nor any of its subsidiaries is (A) in violation of its certificate of incorporation or by-laws (or other applicable organizational document) or (B) in default in the performance or observance of any obligation, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except, in the case of the foregoing clause (B), for such defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(n) The statements set forth in the Pricing Prospectus and the Prospectus under the caption "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Stock, under the caption "Certain Relationships and Related Party Transactions", insofar as it purports to constitute a summary of the terms of the agreements referred to therein, and under the caption "Material U.S. Federal Income Tax Considerations for Non-U.S. Holders of Common Stock", insofar as they purport to describe the provisions of the laws referred to therein, are accurate, complete and fair in all material respects;

(o) Other than as set forth in the Pricing Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company, is a party or of which any property of the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company, is the subject which, if determined adversely to the Company or any of its subsidiaries (or such officer or director), would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(p) The Company is not and, after giving effect to the offering and sale of the Shares, will not be an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(q) At the time of filing the Initial Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the

meaning of Rule 164(h)(2) under the Act) of the Shares, and at the date hereof, the Company was not and is not an "ineligible issuer," as defined under Rule 405 under the Act;

(r) KPMG LLP, which has certified certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm as required by the Act and the rules and regulations of the Commission thereunder;

(s) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that is designed by, or under the supervision of, the Company's principal executive and principal financial officers, and effected by the Company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles ("GAAP") and (ii) is sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP principles and to maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and the Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting (it being understood that this subsection shall not require the Company to comply with Section 404 of the Sarbanes-Oxley Act of 2002 as of an earlier date than it would otherwise be required to so comply under applicable law);

(t) Since the date of the latest audited financial statements included in the Pricing Prospectus, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting;

(u) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective;

(v) This Agreement has been duly authorized, executed and delivered by the Company;

(w) Each Transition Document has been duly authorized by the Company;

(x) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries has, in connection with the business of the Company, (i) made, offered, promised or authorized any unlawful contribution, gift, entertainment or other expense (or taken any act in furtherance thereof) in violation of any applicable anti-bribery or anti-corruption law; (ii) made, offered, promised or authorized any direct or indirect payment in violation of the same; or (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law;

(y) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the anti-money laundering laws of the various jurisdictions in which the Company and its subsidiaries conduct business (collectively, the "Money Laundering Laws") and no action, suit or

proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(z) None of the Company, any of its subsidiaries, any director or officer of the Company or any of its subsidiaries, or, to the knowledge of the Company, any agent, employee or affiliate of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person," the European Union, Her Majesty's Treasury, the United Nations Security Council, or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of comprehensive Sanctions. For the past five years, the Company and its subsidiaries have not engaged in and are not now engaged in any direct or indirect dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any country or territory that is or was the subject or target of comprehensive Sanctions;

(aa) The consolidated financial statements of the Company included in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes, present fairly in all material respects the consolidated financial position of the Company and its subsidiaries at the dates indicated and the consolidated statements of income, changes in equity and cash flows of the Company and its subsidiaries for the periods specified; said financial statements have been prepared in conformity with GAAP applied on a consistent basis throughout the periods involved. The supporting schedules, if any, present fairly in all material respects the information required to be stated therein. The selected financial data and the summary financial information included in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly in all material respects the information shown therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Prospectus or the Prospectus under the Act or the rules and regulations promulgated thereunder. All disclosures contained in the Registration Statement, the Pricing Prospectus and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable;

(bb) From the time of initial confidential submission of a registration statement relating to the Shares with the Commission through the date hereof, the Company has been and is an "emerging growth company" as defined in Section 2(a)(19) of the Act (an "Emerging Growth Company");

(cc) Each of the Company's subsidiaries that is required to be organized or licensed as an insurance company (each, an "Insurance Subsidiary") is licensed as an insurance or reinsurance company in its jurisdiction of organization and is duly licensed or authorized as an insurer or reinsurer in each jurisdiction outside its jurisdiction of organization where it is required to be so licensed or authorized to conduct its business as described in the Registration Statement, the Pricing Prospectus and the Prospectus, except in each case where the failure to be so licensed or authorized would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Insurance Subsidiary has made all required filings under applicable insurance and reinsurance statutes in each jurisdiction where such filings are required, except in each case where the failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Insurance Subsidiary has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations and qualifications ("Authorizations") of and from all insurance and reinsurance regulatory authorities (including, without limitation, the North Carolina Department of Insurance (the "NCDOI")) necessary to conduct its existing business as described in the Registration Statement, the Pricing Prospectus and the Prospectus, except where the failure to have such Authorizations would not, individually or in the aggregate, reasonably be expected

to have a Material Adverse Effect. No Insurance Subsidiary has received notification from any insurance regulatory authority to the effect that any additional Authorizations are needed to be obtained by any Insurance Subsidiary in any case where it would reasonably be expected that the failure to obtain such additional Authorizations would have a Material Adverse Effect. Except as otherwise described in the Registration Statement, the Pricing Prospectus and the Prospectus, no insurance or reinsurance regulatory authority (including, without limitation, the NCDOI) having jurisdiction over an Insurance Subsidiary has issued any order or decree impairing, restricting or prohibiting (i) the payment of dividends by such Insurance Subsidiary, other than those restrictions applicable to insurance or reinsurance companies under such jurisdiction generally, or (ii) the continuation of the business of such Insurance Subsidiary in all respects as presently conducted, except in the case of this clause (ii), where such orders or decrees, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;;

(dd) Genworth Mortgage Insurance Corporation ("GMIC") is an approved mortgage insurer with respect to each of the Federal National Mortgage Association ("Fannie Mae") and the Federal Home Loan Mortgage Corporation ("Freddie Mac"). GMIC is in material compliance with the Private Mortgage Insurer Eligibility Requirements ("PMIERs") of each of Fannie Mae and Freddie Mac and has made all required annual certifications of its compliance with the PMIERs. To the knowledge of the Company, and except as described in the Registration Statement, the Pricing Prospectus and the Prospectus, neither Fannie Mae nor Freddie Mac has initiated or, to the Company's knowledge, threatened to subject GMIC to any material restrictions or additional requirements that are not generally applicable to approved mortgage insurers;

(ee) All ceded reinsurance and retrocessional agreements to which the Company or any of the Insurance Subsidiaries is a party are in full force and effect, except where (i) such agreement has been commuted or (ii) the failure to be in full force and effect would not, individually or in the aggregate, have a Material Adverse Effect. Neither the Company nor any of the Insurance Subsidiaries has received any notice from any of the other parties to such agreements that such other party intends not to perform in any material respect such agreement, and neither the Company nor such Insurance Subsidiaries have any reason to believe that any of the other parties to such agreements will be unable to perform such agreements, except to the extent that such nonperformance would not, individually or in the aggregate, have a Material Adverse Effect; and neither the Company nor any of its Insurance Subsidiaries has given effect to such agreements in its underwriting results in its most recently filed statutory financial statements unless such agreements were in conformity in all material respects with the requirements therefor of the insurance department of the state of domicile of such Insurance Subsidiary in effect at such time of preparation for reinsurance ceded pursuant to such agreements;;

(ff) The Company and its subsidiaries carry, or are covered by, insurance in such amounts and covering such risks as the Company believes adequate for the conduct of the business of the Company and its subsidiaries; and the Company has no reason to believe its existing insurance coverage will not be renewed as and when such coverage expires or that similar coverage will not be obtained from similar insurers as may be necessary to continue its business;

(gg) (A) The Company and its subsidiaries own or possess, or, to the knowledge of the Company, can acquire on reasonable terms, adequate rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, domain names, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) and software (collectively, "Intellectual Property") and all other intellectual property material to the present conduct of the business of the Company and its subsidiaries, taken as a whole; (B) to the knowledge of the Company, the conduct of the business of the Company and its subsidiaries does not materially infringe, misappropriate or otherwise conflict with or violate any Intellectual Property rights of any third party; (C) neither the Company nor any of its subsidiaries has received any notice of material infringement, misappropriation, violation of or conflict with asserted rights of others with respect to any Intellectual Property;

(D) there is no material pending, threatened, action, suit, proceeding or claim by others (i) alleging that Company or any of its subsidiaries is infringing, misappropriating or otherwise violating any Intellectual Property of others, or (ii) challenging the Company or any of its subsidiaries' rights in or to, or the validity, enforceability, scope or ownership of, any Intellectual Property owned by or licensed to the Company or its subsidiaries; and (E) to the knowledge of the Company, the Intellectual Property of the Company and its subsidiaries is not being infringed, misappropriated or violated by any person in any material respect;

(hh) The Company and its subsidiaries have paid all federal, state, local and foreign taxes required to be paid and filed all tax returns required to be filed through the date hereof, and except as otherwise disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus, there is no tax deficiency that has been, or would reasonably be expected to be, asserted against the Company or any of its subsidiaries or any of their respective properties or assets, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(ii) The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary under applicable law for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Registration Statement, the Pricing Prospectus and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization, except where the revocation or modification thereof would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(jj) Any statistical, industry-related and market-related data included in the Registration Statement, Prospectus and Pricing Prospectus are based on or derived from sources that the Company reasonably believes to be reliable and accurate;

(kk) (A) Each Plan (as defined below) has been sponsored, maintained and contributed to in compliance in all material respects with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Internal Revenue Code of 1986, as amended (the "Code"); (B) no nonexempt prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan; (C) for each Plan, no failure to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA), whether or not waived, has occurred or is reasonably expected to occur except for such failures which, individually or in the aggregate, have not and could not reasonably be expected to result in a Material Adverse Effect; (D) no "reportable event" (within the meaning of Section 4043(c) of ERISA, other than those events as to which notice is waived) has occurred or is reasonably expected to occur except as has not or could not reasonably be expected to result in a Material Adverse Effect; (E) neither the Company nor any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Code) has incurred, nor is reasonably expected to incur, any liability under Title IV of ERISA (other than contributions to any Plan or any Multiemployer Plan (as defined below) or premiums to the Pension Benefit Guaranty Corporation (the "PBGC"), in the ordinary course and without default) in respect of a Plan or a Multiemployer Plan except as has not or could not reasonably be expected to result in a Material Adverse Effect; and (F) there is no pending audit or investigation by the Internal Revenue Service, the Department of Labor, the PBGC or any other governmental agency or any foreign regulatory agency with respect to any Plan that could reasonably be expected to result in a Material Adverse Effect. Each Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the Internal Revenue Service or has time remaining to do so and, to the knowledge of the Company, nothing has occurred, whether by action or by failure to act, which would

reasonably be expected to cause the loss of such qualification. None of the following events has occurred or is reasonably likely to occur: (x) a material increase in the aggregate amount of contributions required to be made to all Plans by the Company or its subsidiaries in the current fiscal year of the Company and its subsidiaries compared to the amount of such contributions made in the Company and its subsidiaries' most recently completed fiscal year; or (y) a material increase in the Company and its subsidiaries' "accumulated post-retirement benefit obligations" (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 715) compared to the amount of such obligations in the Company and its subsidiaries' most recently completed fiscal year. For purposes of this paragraph, (i) the term "Plan" means an employee benefit plan, within the meaning of Section 3(3) of ERISA, subject to Title IV of ERISA, but excluding any Multiemployer Plan, for which the Company or any member of its Controlled Group has any liability (contingent or otherwise) and (ii) the term "Multiemployer Plan" means a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA for which the Company or any member of its Controlled Group has any liability (contingent or otherwise); and

(ll) (A)(i) To the knowledge of the Company, there has been no security breach or other compromise of or relating to any of the Company's or its subsidiaries' information technology and computer systems, networks, hardware, software, data (including the personal, personally identifiable, sensitive, confidential or regulated information or other data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, "IT Systems and Data") and (ii) the Company and its subsidiaries have not been notified of, and have no knowledge of any event that would reasonably be expected to result in, any security breach or other compromise to their IT Systems and Data and (B) the Company and its subsidiaries are in compliance respects with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of, the IT Systems and Data and the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except in such case in (A)(i) and (ii) and (B) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries have implemented backup and disaster recovery technology as the Company generally deems reasonably adequate for their businesses and consistent with industry standards and practices.

2. The Selling Stockholder represents and warrants to, and agrees with, each of the Underwriters that:

(a) This Agreement has been duly authorized, executed and delivered by the Selling Stockholder;

(b) The Selling Stockholder has been duly incorporated and is validly existing as a corporation in good standing under the laws of State of Delaware;

(c) The sale of the Shares by the Selling Stockholder and the compliance by the Selling Stockholder with its obligations under this Agreement and the consummation by the Selling Stockholders of the transactions herein contemplated will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Selling Stockholder is a party or by which the Selling Stockholder is bound or to which any of the property or assets of the Selling Stockholder is subject, except, in the case of this clause (A) for such conflicts, defaults, breaches or violations that would not, individually or in the aggregate, reasonably be expected to impair in any material respect the ability of the Selling Stockholder to perform its obligations under this Agreement, (B) result in a violation of the certificate of incorporation or by-laws of the Selling Stockholder or (C) result in a violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Selling Stockholder or any of its properties, except, in the case of this clause (C), for such violations that would not, individually or in the aggregate, reasonably be expected to impair in any material respect the ability of the Selling Stockholder to perform its obligations under this Agreement;

(d) No consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body (including insurance regulatory authorities) is required for the sale of the Shares by the Selling Stockholder or the consummation by the Selling Stockholder of the transactions contemplated by this Agreement, except for such consents, approvals, authorizations, orders, registrations or qualifications (i) as have been obtained or made, (ii) as may be required under the Act, (iii) as may be required by FINRA and (iv) as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(e) The Selling Stockholder has not taken, directly or indirectly, any action designed to or that has constituted or would reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(f) The Selling Stockholder also warrants that it has good and valid title to the Shares to be sold by it hereunder at the applicable Time of Delivery, free and clear of all liens, encumbrances, equities or adverse claims, except as described in the Pricing Prospectus and the Prospectus;

(g) Upon payment by the Underwriters for the Shares to be sold by the Selling Stockholder pursuant to this Agreement, delivery of such Shares, as directed by the Underwriters, to Cede & Co. ("Cede") or such other nominee as may be designated by The Depository Trust Company ("DTC"), registration of such Shares in the name of Cede or such other nominee, and the crediting of such Shares on the books of DTC to securities accounts of the Underwriters (assuming that neither DTC nor any such Underwriter has notice of any adverse claim (within the meaning of Section 8-105 of the UCC) to such Shares), (A) under Section 8-501 of the UCC, the Underwriters will acquire a valid security entitlement in respect of the number of such Shares credited to such Underwriter's securities account maintained by DTC, and (B) no action based on any "adverse claim", within the meaning of Section 8-102 of the UCC, to such Shares may be asserted against the Underwriters with respect to such security entitlement. For purposes of this representation, the Selling Stockholder may assume that when such payment, delivery and crediting occur, (x) such Shares will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Company's share registry in accordance with its charter, by-laws or other organizational document and applicable law, (y) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102 of the UCC, and (z) appropriate entries to the accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC;

(h) The Pricing Disclosure Package, as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall apply only to the Selling Stockholder Information;

(i) As of the effective date of the Registration Statement and any post-effective amendment thereto, the Registration Statement does not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall apply only to the Selling Stockholder Information;

(j) As of the date of the Prospectus and as of the applicable Time of Delivery, the Prospectus does not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall apply only to the Selling Stockholder Information;

(k) The Selling Stockholder is not prompted to sell its Shares pursuant to this Agreement by any material non-public information concerning the Company that is required to be disclosed in the Registration Statement, the Pricing Disclosure Package or the Prospectus that is not so disclosed;

(l) The operations of the Selling Stockholder are and have been conducted at all times in compliance with the requirements of applicable Money Laundering Laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Selling Stockholder with respect to the Money Laundering Laws is pending or, to the knowledge of the Selling Stockholder, threatened; and

(m) Neither the Selling Stockholder nor, to the knowledge of the Selling Stockholder, any director, officer, agent, employee or affiliate of the Selling Stockholder is currently the subject or the target of any Sanctions, nor is the Selling Stockholder located, organized or resident in a country or territory that is the subject or target of Sanctions. For the past five years, the Selling Stockholder has not engaged in and is not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any country or territory that is or was the subject or target of comprehensive Sanctions. The Selling Stockholder will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to its parent or subsidiaries, or any other joint venture partner or other person or entity, in any manner that would result in a violation of such U.S. Sanctions by any person participating in the offering, whether as an issuer, underwriter, advisor, investor or otherwise.

3. Subject to the terms and conditions herein set forth, (a) the Selling Stockholder agrees to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Selling Stockholder, at a purchase price per share of $[ ], the number of Firm Shares set forth opposite the name of such Underwriter in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Selling Stockholder agrees to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Selling Stockholder, at the purchase price per share set forth in clause (a) of this Section 3 (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Selling Stockholder hereby grants to the Underwriters the right to purchase at their election up to [ ] Optional Shares, at the purchase price per share set forth in the paragraph above, for the sole purpose of covering sales of shares in excess of the number of Firm Shares. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 5 hereof) or, unless you and the Company otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

4. Upon the authorization by you of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Pricing Prospectus and the Prospectus.

5. At the request of the Company, the Underwriters have reserved up to [ ] shares of Common Stock for sale at the public offering price to directors, officers and key employees of the Company and Genworth Financial, Inc. The number of shares of Common Stock available for sale to the general public will be reduced to the extent such persons purchase the reserved shares. Any reserved shares not so purchased will be offered by the Underwriters on the same basis as all other shares offered hereby.

6. (a) The Shares to be purchased by each Underwriter hereunder, in definitive or book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company shall be delivered by or on behalf of the Company to the Representatives, through the facilities of the Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Selling Stockholder to the Representatives at least forty-eight hours in advance. The Company will cause the certificates, if any, representing the Shares to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m. (New York City time) on [ ], 2021 or such other time and date as the Representatives, the Company and the Selling Stockholder may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m. (New York City time), on the date specified by the Representatives in the written notice to the Selling Stockholder and the Company given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives and the Selling Stockholder may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 12 hereof, including the cross-receipt for the Shares and any additional documents reasonably requested by the Underwriters pursuant to Section 12(n) hereof, will be delivered at the offices of Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006 or at such other place as the Representatives and the Selling Stockholder may agree (the "Closing Location"), and the Shares will be delivered at the Designated Office, all at such Time of Delivery. A meeting will be held at the Closing Location at [ ] p.m. (New York City time), on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be electronically delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 5, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

7. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to (i) qualify as a foreign corporation in any jurisdiction where it would not otherwise be required to qualify, (ii) file a general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject;

(c) Prior to 10:00 a.m. (New York City time), on the New York Business Day next succeeding the date of this Agreement (or such later time as may be agreed to by the Company and the Representatives) and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may reasonably request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its security holders as soon as practicable (which may be satisfied by filing with the Commission's EDGAR system or any successor system), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) (i) During the period beginning from the date hereof and continuing to and including the date that is 180 days after the date of the Prospectus (the "Lock-Up Period"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with or confidentially submit to the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise, in each case without the prior written consent of the Representatives; provided, however, that the restrictions in the foregoing sentence shall not apply to (A) the Shares to be sold hereunder, (B) issuances and grants pursuant to employee stock option plans, incentive plans, stock plans, dividend reinvestment plans or other equity compensation arrangements existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement, or (C) the filing

of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to the Company's equity incentive plans that are described in the Pricing Prospectus or any assumed employee benefit plan contemplated by the previous clause), in each case, without the prior written consent of the Representatives;

(ii) If the Representatives, in their sole discretion, agree to release or waive the restrictions set forth in a lock-up letter described in Section 12(j) hereof, for an officer or director of the Company and provides the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Annex II hereto through a major news service at least two business days before the effective date of the release or waiver;

(f) For a period of three years from the date of this Agreement, so long as the Shares are outstanding, to furnish to its stockholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail;

(g) During a period of five years from the effective date of the Registration Statement, to furnish to you, as soon as available, copies of all reports or other communications (financial or other) furnished to stockholders, and copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange or automatic quotation system, provided that the Company will be deemed to have furnished such reports and financial statements to you to the extent they are filed on the Commission's Electronic Data Gathering, Analysis, and Retrieval System.

(h) To use its best efforts to list, subject to notice of issuance, the Shares on the Exchange;

(i) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Act;

(j) If the Company elects to rely upon Rule 462(b) under the Act, the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) under the Act by 10:00 p.m. (Washington, D.C. time), on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 111(b) under the Act;

(k) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred; and

(l) To promptly notify you if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Shares within the meaning of the Act and (ii) the last Time of Delivery; provided, however, that the Company hereby provides notice to you that, pursuant to Section 6(e)(1) of the Securities Act, the Company will cease to be treated as an Emerging Growth Company on the earlier of the date on which the Company consummates its initial public offering pursuant to the Registration Statement or the end of the 1-year period beginning on the date the Company ceases to be an Emerging Growth Company .

8. The Selling Stockholder agrees with each of the Underwriters:

(a) The Selling Stockholder shall not, and shall not cause or direct any of its affiliates (other than the Company) to offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of Common Stock, or any options or warrants to purchase any shares of Common Stock, or any securities convertible into or exchangeable for Common Stock or in any way fail to perform its obligations under the Lock-up Agreement, attached as Annex IV hereto, and subject to the assumptions, reservations and limitations stated therein;

(b) The Selling Stockholder will not take, directly or indirectly, any action designed to or that has constituted or would reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares; and

(c) The Selling Stockholder will deliver to the Representatives prior to or at the Initial Time of Delivery a properly completed and executed United States Treasury Department Form W-9 (or other applicable form or statement specified by the Treasury Department regulations in lieu thereof).

9. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; the Selling Stockholder represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; and each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule II(a) hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and the Company represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show;

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission; provided, however, that this covenant shall not apply to any statements or omissions in an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication made in reliance upon and in conformity with the Underwriter Information and the Selling Stockholder Information;

(d) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that the Company reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act; and (ii) it has not distributed, or authorized any other

person to distribute, any Written Testing-the-Waters Communications, other than those distributed with the prior consent of the Representatives that are listed on Schedule II(d) hereto; and the Company reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Written Testing-the-Waters Communications; and

(e) Each Underwriter represents and agrees that any Testing-the-Waters Communications undertaken by it were with entities that such Underwriter reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act.

10. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 6(b) hereof, including the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) all fees and expenses in connection with listing the Shares on the Exchange; (v) the filing fees incident to, and the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares; (vi) the cost of preparing stock certificates; (vii) the cost and charges of any transfer agent or registrar; (viii) 50% of all reasonable and documented costs and expenses incurred in connection with any "road show" presentation to potential purchasers of the Shares; and (viii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section, provided, that, the aggregate amount payable by the Company pursuant to subsections (iii) and (v) (excluding filing fees) shall not exceed $35,000. It is understood, however, that, except as provided in this Section, and Sections 13 and 17 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

11. The Selling Stockholder will pay all expenses incident to the performance of its obligations under this Agreement, including (i) all underwriting discounts and commissions payable upon the sale of the Shares by the Selling Stockholder to the Underwriters and (ii) any stamp and other duties and stock and other transfer taxes, if any, payable upon the sale of the Shares by the Selling Stockholder to the Underwriters.

12. The provisions of Sections 9 and 10 above shall not affect any separate agreement that the Company and the Selling Stockholder may make for the allocation or sharing of such costs and expenses.

13. The obligations of the Underwriters hereunder**,** as to the Shares to be delivered at each Time of Delivery**,** shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Selling Stockholder herein are, at and as of the Applicable Time and such Time of Delivery, true and correct, the condition that the Company and the Selling Stockholder shall have performed all of their respective obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in

accordance with Section 6(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433 under the Act; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m. (Washington, D.C. time) on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or, to the Company's knowledge, threatened by the Commission; no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or, to the Company's knowledge, threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Cleary Gottlieb Steen & Hamilton LLP, counsel for the Underwriters, shall have furnished to you their written opinion and 10b-5 statement, dated such Time of Delivery, with respect to such matters as you may reasonably request and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Sidley Austin LLP, counsel for the Company, shall have furnished to you their written opinion and 10b-5 statement, dated such Time of Delivery, substantially in the form attached as Annex I(a) hereto and subject to the assumptions, reservations and limitations stated therein;

(d) The General Counsel of the Company, Evan Stolove, shall have furnished to you such written opinion, dated such Time of Delivery, substantially in the form attached as Annex I(b) hereto and subject to the assumptions, reservations and limitations stated therein;

(e) Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Selling Stockholder, shall have furnished to you their written opinion, dated such Time of Delivery, substantially in the form attached as Annex I(c) hereto and subject to the assumptions, reservations and limitations stated therein;

(f) (i) On the date of the Prospectus at a time prior to or concurrently with the execution of this Agreement, at 9:30 a.m. (New York City time), on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, KPMG LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance reasonably satisfactory to you, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Pricing Prospectus and the Prospectus, and (ii) the Chief Financial Officer of the Company, Dean Mitchell shall have furnished to you a certificate dated the date of this Agreement and each Time of Delivery, in form and substance satisfactory to you;

(g) (i) Neither the Company nor any of its subsidiaries, taken as a whole, shall have sustained since the date of the latest audited financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus, there shall not have been any change in the Company's capital stock or the consolidated long-term debt of the Company or any change, or any development involving a prospective change, in or affecting (x) the general affairs, senior management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus and the Prospectus, or (y) the ability of the Company to perform its obligations under this Agreement, including the sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it

impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(h) On or after the Applicable Time, (i) no downgrading shall have occurred in the rating accorded the Company's debt securities or the Company's financial strength or claims paying ability by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities or the Company's financial strength or claims paying ability;

(i) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the Exchange or on the New York Stock Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(j) The Shares to be sold at such Time of Delivery shall have been listed, subject to notice of issuance, on the Exchange;

(k) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from all directors and executive officers of the Company listed on Schedule III hereto, substantially to the effect set forth in Annex III hereto;

(l) The Company shall have obtained and delivered to the Underwriters an executed copy of a form of lock-up agreement from Genworth Financial, Inc., substantially to the effect set forth in Annex IV hereto;

(m) The Company shall have complied with the provisions of Section 6(c) hereof with respect to the furnishing of prospectuses; and

(n) The Company and the Selling Stockholder shall have severally furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company and the Selling Stockholder, as applicable, reasonably satisfactory to you as to the accuracy of the representations and warranties of the Company and the Selling Stockholder, as applicable, herein at and as of such Time of Delivery, as to the performance by the Company and the Selling Stockholder, as applicable, of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (g) of this Section and as to such other matters as you may reasonably request.

14. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "roadshow" as defined in Rule 433(h) under the Act (a "roadshow"), any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state

therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information.

(b) The Selling Stockholder will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any roadshow, any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Selling Stockholder shall be liable only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission has been made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus (or any amendment or supplement thereto) or any Issuer Free Writing Prospectus or any roadshow in reliance upon and conformity with the Selling Stockholder Information, it being understood and agreed that the only such information furnished by the Selling Stockholder (the "Selling Stockholder Information") consists of the name and address of the Selling Stockholder and the ownership information of shares of Common Stock of the Selling Stockholder in the footnotes to the beneficial ownership table in the Registration Statement, the Pricing Prospectus and the Prospectus under the caption "Principal and Selling Stockholder"; provided, further that the liability under this subsection of the Selling Stockholder shall not exceed an amount equal to the net proceeds (after deducting underwriting commissions and discounts but before deducting expenses) received by the Selling Stockholder from the sale of Shares sold by it hereunder.

(c) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company and the Selling Stockholder against any losses, claims, damages or liabilities to which the Company and the Selling Stockholder may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information; and will reimburse the Company and the Selling Stockholder for any legal or other expenses reasonably incurred by the Company and the Selling Stockholder in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Company and the Selling Stockholder by such Underwriter through the Representatives expressly for use

therein; it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the [__] paragraph under the caption “Underwriting”, and the information contained in the [__] paragraph under the caption “Underwriting”.

(d) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 14 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 14. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. It is understood that the indemnifying party shall not, in connection with any one action or proceeding or separate but substantially similar actions or proceedings arising out of generally the same allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all indemnified parties (except (i) local counsel or (ii) in the event that any indemnified party reasonably determines, or is advised by counsel, that there is or may be a conflict of interest, including any situation in which one or more legal defenses available to it are different from or in addition to those available to any other indemnified party, in which case any such indemnified party shall be entitled to separate counsel). No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(e) If the indemnification provided for in this Section 14 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholder on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Selling Stockholder on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholder on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (after underwriting discounts and commissions but before

deducting expenses) received by the Selling Stockholder bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Selling Stockholder on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Selling Stockholder and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (e) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (e). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (e), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provisions of this subsection (e), the Selling Stockholder shall not be required to contribute any amount in excess of the amount by which the Selling Stockholder's net proceeds received by it from the sale of the Shares sold by it pursuant to this Agreement (after deducting underwriting discounts and commissions but before deducting expenses) exceeds the amount of any damages which the Selling Stockholder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission pursuant to subsection (a)(ii) above. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint.

(f) The obligations of the Company and the Selling Stockholder under this Section 14 shall be in addition to any liability which the Company and the Selling Stockholder may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter; and the obligations of the Underwriters under this Section 14 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company or the Selling Stockholder (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company or the Selling Stockholder within the meaning of the Act.

15. (a) If any Underwriter shall default in its obligation to purchase the Shares which it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Selling Stockholder shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Selling Stockholder that you have so arranged for the purchase of such Shares, or the Selling Stockholder notifies you that it has so arranged for the purchase of such Shares, you or the Selling Stockholder shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Selling Stockholder agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term

"Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Selling Stockholder as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Selling Stockholder shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Selling Stockholder as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all of the Shares to be purchased at such Time of Delivery, or if the Selling Stockholder shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to a Second Time of Delivery, the obligations of the Underwriters to purchase and of the Selling Stockholder to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter, the Selling Stockholder or the Company, except for the expenses to be borne by the Company, the Selling Stockholder and the Underwriters as provided in Section 9 hereof and the indemnity and contribution agreements in Section 13 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

16. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Selling Stockholder and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, the Selling Stockholder or the Company, or any officer or director or controlling person of the Company or the Selling Stockholder, and shall survive delivery of and payment for the Shares.

17. If this Agreement shall be terminated pursuant to Section 14 hereof, neither the Company nor the Selling Stockholder shall then be under any liability to any Underwriter except as provided in Sections 9 and 13 hereof; but, if for any other reason any Shares are not delivered by or on behalf of the Selling Stockholder as provided herein, or the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Company will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including the reasonable and documented fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but neither the Company nor the Selling Stockholder shall then be under further liability to any Underwriter except as provided in Sections 9 and 13 hereof.

18. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission, or transmitted and confirmed by any other standard form of telecommunication, to you as the representatives in care of J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Attention [ ] and Goldman Sachs & Co. LLC, 200 West Street,

New York, New York 10282-2198, Attention: Registration Department; and if to the Company shall be delivered or sent by mail to 8325 Six Forks Road, Raleigh, NC 27615, Attn: General Counsel; and if to the Selling Stockholder shall be delivered or sent by mail to 6620 West Broad Street, Richmond, VA 23230, Attn: [__]; provided, however, that any notice to an Underwriter pursuant to Section 13(c) hereof shall be delivered or sent by mail, telex or facsimile transmission, or transmitted and confirmed by any other standard form of telecommunication, to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you on request; provided, however, that notices under subsection 6(e) shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission, or transmitted and confirmed by any other standard form of telecommunication, to you at J.P. Morgan Securities, LLC, 383 Madison Avenue, New York, New York 10179, Attention [ ] and Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Control Room. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

19. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company, the Selling Stockholder and, to the extent provided in Sections 13 and 15 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

20. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

21. The Selling Stockholder acknowledges and agrees that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Selling Stockholder, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Selling Stockholder, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Selling Stockholder with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company or Selling Stockholder except the obligations expressly set forth in this Agreement and (iv) the Selling Stockholder has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company and the Selling Stockholder severally agree that they will not claim that the Underwriters, or any of them, have rendered advisory services of any nature or respect, or owe a fiduciary or similar duty to the Company or the Selling Stockholder, in connection with such transaction or the process leading thereto.

22. This Agreement supersedes all prior agreements and understandings (whether written or oral) among the Company, the Selling Stockholder and the Underwriters, or any of them, with respect to the subject matter hereof.

23. This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any law other than the laws of the State of New York. The Company and the Selling Stockholder severally agree that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be

tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company and the Selling Stockholder severally agree to submit to the jurisdiction of, and to venue in, such courts**.**

24. THE COMPANY, THE SELLING STOCKHOLDER AND EACH OF THE UNDERWRITERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

25. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (e.g., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart thereof. The words "execution," "signed," "signature" and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

26. Notwithstanding anything herein to the contrary, each of the Company (including the Company's employees, representatives and other agents) and the Selling Stockholder (including the Selling Stockholder's employees, representatives and other agents) is authorized to disclose to any and all persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company or the Selling Stockholder relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax treatment" means U.S. federal and state income tax treatment, and "tax structure" is limited to any facts that may be relevant to that treatment.

27. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used in this section:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding, please sign and return to us one for the Company, the Selling Stockholder and the Representatives, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters, the Company and the Selling Stockholder. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company and the Selling Stockholder for examination, upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Enact Holdings, Inc.

By: .....

Name:

Title:

Genworth Holdings, Inc.

By: .....

Name:

Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

By: .....

Name:

Title:

Goldman Sachs & Co. LLC

By: .....

Name:

Title:

Acting on behalf of themselves and the several Underwriters named in Schedule I hereto.

SCHEDULE I

Underwriters	**Total Number of Firm Shares to be Purchased**	**Number of Optional Shares to be Purchased if Maximum Option Exercised**
J.P. Morgan Securities LLC		
Goldman Sachs & Co. LLC		
BofA Securities, Inc.		
Credit Suisse Securities (USA) LLC		
Citigroup Global Markets, Inc...		
Deutsche Bank Securities		
Keefe, Bruyette & Woods, Inc.		
BTIG LLC		
Dowling & Partners Securities LLC		
Total		

SCHEDULE II

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package

Electronic roadshow made available on:

(c) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package

The initial public offering price per share for the Shares is $[ ]

The number of Firm Shares purchased by the Underwriters is [ ].

The number of Optional Shares is [ ].

[Add any other pricing disclosure.]

(d) Written Testing-the-Waters Communications:

[ ]

SCHEDULE III

ANNEX I(a)

**FORM OF OPINION OF
COUNSEL FOR THE COMPANY**

ANNEX I(b)

**FORM OF OPINION OF
THE GENERAL COUNSEL OF THE COMPANY**

ANNEX I(c)

**FORM OF OPINION OF COUNSEL FOR
THE SELLING STOCKHOLDER**

ANNEX II

[FORM OF PRESS RELEASE]

Enact Holdings, Inc.
[Date]

Enact Holdings, Inc. announced today that [J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC], the lead book-running managers in the recent public sale of shares of the Company's common stock, are [waiving] [releasing] a lock-up restriction with respect to shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on , 20 , and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

ANNEX III

[FORM OF LOCK-UP AGREEMENT]

Enact Holdings, Inc.

Lock-Up Agreement

April 19, 2021

Goldman Sachs & Co. LLC c/o
Goldman Sachs & Co. LLC 200
West Street

New York, NY 10282

J.P. Morgan Securities LLC
383 Madison Avenue

New York, NY 10179

Re: **Enact Holdings, Inc.** - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "Representatives"), propose to enter into an Underwriting Agreement on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Enact Holdings, Inc., a Delaware corporation (the "Company"), providing for a public offering of the shares (the "Shares") of the Company's common stock, par value $0.01 per share (the "Common Stock"), pursuant to a Registration Statement on Form S-1 (as may be amended from time to time, the "Registration Statement") to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date that is 180 days after the date of the final prospectus used to offer and sell the Shares (the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of Common Stock, or any options or warrants to purchase any shares of Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock (such options, warrants or other securities, collectively, "Derivative Instruments"), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any shares of

Common Stock or Derivative Instruments, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer") or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above. Except as disclosed in the Registration Statement, the undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. For the avoidance of doubt, the undersigned agrees that the foregoing provisions shall be equally applicable to any issuer-directed or other Shares the undersigned may purchase in the offering.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than a natural person, entity or "group" (as described above) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

If the undersigned is an officer or director of the Company, (i) the Representatives agrees that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, the undersigned may transfer the undersigned's shares of Common Stock (i) as a *bona fide* gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (ii) by will or under the laws of descent, provided that the legatee, legatees, heir or heirs thereof agree to be bound in writing by the restrictions set forth herein, and provided further that (x) such transfers are not required to be reported with the SEC, other than on Form 5 in accordance with Section 16 of the Exchange Act and (y) no person otherwise voluntarily effects any public filing or report regarding such transfers during the Lock-Up Period, (iii) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust or the partnership, limited liability company or other entity agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and provided further that (x) such transfers are not required to be reported with the SEC, other than on Form 5 in accordance with Section 16 of the Exchange Act and (y) no person otherwise voluntarily effects any public filing or report regarding such transfers during the Lock-Up Period or (iv) with the prior written consent of the Representatives on behalf of the Underwriters. For purposes of this Lock-Up Agreement,

"immediate family" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if the undersigned is a corporation, the corporation may transfer the capital stock of the Company to any wholly-owned subsidiary of such corporation, provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such capital stock except in accordance with this Lock-Up Agreement, and provided further that any such transfer shall not involve a disposition for value. The undersigned now has, and, except as contemplated by clause (i), (ii), (iii) or (iv) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the undersigned's shares of Common Stock, free and clear of all liens, encumbrances, and claims whatsoever. In addition, the undersigned may (1) transfer shares of Common Stock in connection with a sale of any shares of Common Stock acquired in open market transactions after the public offering date, provided that (i) such transfers are not required to be reported with the SEC on Form 4 in accordance with Section 16 of the Exchange Act during the Lock-Up Period and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers during the Lock-Up Period; (2) exercise any stock options issued pursuant to the Company's equity incentive plans or warrants (including, in each case, by way of net exercise, but for the avoidance of doubt, excluding all manners of exercise that would involve a sale of any securities relating to such options or warrants, whether to cover the applicable aggregate exercise price, withholding tax obligations or otherwise), which equity incentive plans and stock options or warrants are described in the Registration Statement, provided that (i) any securities received upon such exercise will also be subject to this Lock- Up Agreement and (ii) if such transfers are required to be reported with the SEC on Form 4 in accordance with Section 16 of the Exchange Act during the Lock-Up Period or the undersigned voluntarily effects any public filing or report regarding such transfers during the Lock-Up Period, then the undersigned shall disclose in such filing the reasons for such transfers; (3) transfer shares of Common Stock pursuant to an order of a court or regulatory agency or to comply with any regulations related to the undersigned's ownership of shares of Common Stock, provided that if the undersigned is required to file a report under the Exchange Act in connection with such transfer during the Lock-Up Period, the undersigned shall include a statement in such report to the effect that the filing relates to the transfer of securities pursuant to an order of a court or regulatory agency or to comply with any regulations related to the ownership of the shares of Common Stock unless such a statement would be prohibited by any applicable law, regulation or order of a court or regulatory authority; and (4) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act, provided that (i) no transfers occur under such plan during such Lock-Up Period and (ii) no public disclosure regarding the establishment of a trading plan pursuant to Rule 10b5-1 is required or voluntarily made. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions. Additionally, the undersigned may transfer shares of Common Stock pursuant to (x) the Underwriting Agreement and (y) tenders, sales or other transfers pursuant to a *bona fide* third-party tender offer, merger, consolidation or other similar transaction made to all holders of stock involving a "change of control" of the Company, provided that if such transaction is not consummated, the undersigned's Shares shall remain subject to the restrictions set forth herein. For purposes of clause (y), "change of control" means the consummation of any bona fide third party tender offer, merger, consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the

Company, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of a majority of the total voting power of the voting stock of the Company.

The undersigned understands that, if (i) the Company notifies the Representatives that it does not intend to proceed with the public offering of the Shares, (ii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares to be sold thereunder, (iii) the Registration Statement is withdrawn, (iv) the public offering of the Shares is not completed by September 30, 2021 or (v) the Representatives advise the Company in writing prior to the execution of the Underwriting Agreement that they have determined not to proceed with the public offering of the Shares, the undersigned shall be released from all obligations under this Lock-Up Agreement.

The undersigned understands that the Company and the Underwriters are relying upon this Lock- Up Agreement in proceeding toward consummation of the offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours,

_____

Exact Name of Shareholder

_____

Authorized Signature

_____

Title

ANNEX IV

FORM OF LOCK-UP AGREEMENT FOR GENWORTH HOLDINGS, INC. AND GENWORTH FINANCIAL, INC

Enact Holdings, Inc.

Lock-Up Agreement

May 3, 2021

J.P. Morgan Securities LLC
383 Madison Ave.
New York, NY 10179

Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282

As Representatives of the several Underwriters

Re: Enact Holdings, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "Representatives"), propose to enter into an Underwriting Agreement on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters") with Enact Holdings, Inc. (formerly, Genworth Mortgage Holdings, Inc.), a Delaware corporation (the "Company"), and Genworth Holdings, Inc., as selling stockholder (the "Selling Stockholder"), providing for an initial public offering of the shares (the "Shares") of the Company's common stock, par value $0.01 per share (the "Common Stock"), pursuant to a Registration Statement on Form S-1 (as may be amended from time to time, the "Registration Statement") to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date that is 180 days after the date of the final prospectus used to offer and sell the Shares (the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of its affiliates (other than the Company) to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of Common Stock, or any options or warrants to purchase any shares of Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock (such options, warrants or other securities, collectively, "Derivative Instruments"), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or

someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any shares of Common Stock or Derivative Instruments, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer") or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above. Except as disclosed in the final prospectus used to offer and sell the Shares, the undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period.

Notwithstanding the foregoing, the undersigned may transfer the undersigned's shares of Common Stock with the prior written consent of the Representatives on behalf of the Underwriters. Except as described in the Registration Statement or contemplated otherwise herein, the undersigned now has, and, for the duration of this Lock-Up Agreement will have, good and marketable title to the undersigned's shares of Common Stock of the Company, free and clear of all liens, encumbrances, and claims whatsoever. In addition, the undersigned may (i) Transfer shares of Common Stock pursuant to an order of a court or regulatory agency or to comply with any regulations related to the undersigned's ownership of shares of Common Stock; provided that if the undersigned is required to file a report under the Exchange Act in connection with such transfer during the Lock-Up Period, the undersigned shall include a statement in such report to the effect that the filing relates to the transfer of securities pursuant to an order of a court or regulatory agency or to comply with any regulations related to the ownership of the shares of Common Stock unless such a statement would be prohibited by any applicable law, regulation or order of a court or regulatory authority and (ii) pledge shares of Common Stock as collateral in accordance with and subject to the terms and conditions of a promissory note and any related pledge and security agreements that were entered into prior to the date of the initial public filing of the Registration Statement and disclosed in the Registration Statement, and transfer such collateral shares pursuant to any subsequent foreclosures in accordance with and subject to the terms and conditions of such promissory note and related pledge and security agreements. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions. Additionally, the undersigned may transfer shares of Common Stock (w) pursuant to the Underwriting Agreement, (x) pursuant to the concurrent private placement transaction disclosed in the Registration Statement, (y) pursuant to tenders, sales or other transfers pursuant to a *bona fide* third-party tender offer, merger, consolidation or other similar transaction made to all holders of stock involving a "change of control" of the Company, provided that if such transaction is not consummated, the undersigned's Shares shall remain subject to the restrictions set forth herein or (z) to affiliates (within the meaning set forth in Rule 405 under the Securities Act of 1933, as amended), including subsidiaries or shareholders of the undersigned, if the undersigned is a corporation, and limited partners, general partners or limited liability company members of the undersigned, if the undersigned is a partnership or limited liability company, or to any investment fund or other entity that controls or manages, or is controlled or managed by, or is under common control or management with the undersigned, provided that such affiliate agrees to be bound in writing by the restrictions set forth herein. For purposes of clause (y), "change of control" means the consummation of any bona fide third

party tender offer, merger, consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of a majority of the total voting power of the voting stock of the Company.

The undersigned understands that, if (i) the Company or the Selling Stockholder notifies the Representatives that it does not intend to proceed with the public offering of the Shares, (ii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares to be sold thereunder, (iii) the Registration Statement is withdrawn, (iv) the public offering of the Shares is not completed by July 31, 2021 or (v) the Representatives advise the Company in writing prior to the execution of the Underwriting Agreement that they have determined not to proceed with the public offering of the Shares, the undersigned shall be released from all obligations under this Lock-Up Agreement.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's legal representatives, successors, and assigns.

Very truly yours,

[Shareholder]

By: _____

Name:Daniel J. Sheehan IV

Title: Executive Vice President and Chief Financial Officer

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
ENACT HOLDINGS, INC.

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

1. The present name of the Corporation is Enact Holdings, Inc.

2. The Corporation was originally incorporated under the name "Genworth Mortgage Holdings, Inc." by the filing of its original Certificate of Incorporation of the Corporation (as heretofore amended or supplemented, the "Original Certificate of Incorporation") with the Secretary of State of the State of Delaware on December 12, 2012. The Original Certificate of Incorporation was amended and restated by the filing of the Amended and Restated Certificate of Incorporation of the Corporation (the "Amended and Restated Certificate") with the Secretary of State of the State of Delaware on May 3, 2021.

3. The Board of Directors of the Corporation (the "Board of Directors") has, on May 3, 2021, authorized the amendment and restatement of the Amended and Restated Certificate as set forth herein in accordance with the provisions of Sections 141(f), 242 and 245 of the DGCL. The sole stockholder of the Corporation has adopted the Amended and Restated Certificate by written consent in accordance with Section 228 of the DGCL.

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

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

ARTICLE I

NAME

The name of the Corporation is Enact Holdings, Inc.

ARTICLE II

REGISTERED OFFICE AND AGENT

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

ARTICLE III

PURPOSE

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

ARTICLE IV

SHARES OF STOCK

The total number of shares of stock which the Corporation shall have authority to issue is six hundred and fifty million (650,000,000) shares, which shall consist of six hundred million (600,000,000) shares of common stock, each having a par value of one cent ($0.01) per share (the "Common Stock"), and fifty million (50,000,000) shares of preferred stock, each having a par value of one cent ($0.01) per share (the "Preferred Stock").

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

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

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

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

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

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

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

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

ARTICLE V

TERM

The Corporation shall have perpetual existence.

ARTICLE VI

DIRECTORS

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

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

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

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

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

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

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

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

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

ARTICLE VII

ACTION BY WRITTEN CONSENT

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

ARTICLE VIII

MEETINGS OF STOCKHOLDERS & BOOKS OF THE CORPORATION

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

ARTICLE IX

SPECIAL MEETINGS OF STOCKHOLDERS & ADVANCE NOTICE

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

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

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

ARTICLE X

AMENDMENT OF BYLAWS

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

ARTICLE XI

AMENDMENT OF CERTIFICATE OF INCORPORATION

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

ARTICLE XII

CORPORATE OPPORTUNITIES

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

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

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

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

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

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

ARTICLE XIII

EXCLUSIVE FORUM

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

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

ARTICLE XIV

SEVERABILITY

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

ARTICLE XV

SECTION 203 OF THE DGCL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Signature Page Follows*]

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

ENACT HOLDINGS, INC.

By: _____

Name: Rohit Gupta

Title: President and Chief Executive Officer

AMENDED AND RESTATED BYLAWS

OF

ENACT HOLDINGS, INC.

a Delaware corporation

Effective [_____], 2021

TABLE OF CONTENTS

AMENDED AND RESTATED BYLAWS

OF

Enact Holdings, Inc.

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

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

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

ARTICLE II

MEETINGS OF STOCKHOLDERS

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

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

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

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

Section 2.4. Nature of Business at Meetings of Stockholders.

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.5. Nomination of Directors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.13. Record Date.

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

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

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

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

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

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

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

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

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

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

ARTICLE III

DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

OFFICERS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

STOCK

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

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

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

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

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

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

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

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

ARTICLE VI

NOTICES

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

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

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

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

ARTICLE VII

GENERAL PROVISIONS

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

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

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

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

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

ARTICLE VIII

INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENTS

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

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

* * *

Adopted as of: _____

Exhibit 5.1

SIDLEY AUSTIN LLP
787 SEVENTH AVENUE
NEW YORK, NY 10019
+1 212 839 5300
+1 212 829 5599 FAX

SIDLEY

AMERICA • ASIA PACIFIC • EUROPE

May 4, 2021

Enact Holdings, Inc.
8325 Six Forks Road,
Raleigh, North Carolina 27615

Re: 25,962,560 Shares of Common Stock, $0.01 par value per share

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-1 (File No. 333-255345), filed by Enact Holdings, Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), to which this opinion is an exhibit (as so amended, the "Registration Statement"). The Registration Statement relates to the registration under the Securities Act of 25,962,560 shares (including an aggregate of 3,386,420 shares that may be sold pursuant to the exercise of the underwriters' option to purchase shares to cover overallotments under the Underwriting Agreement (as defined below)) of Common Stock, $0.01 par value per share (the "Secondary Shares"), of the Company to be offered and sold by the selling stockholder named in the Registration Statement. The Secondary Shares are to be sold pursuant to an underwriting agreement among the Company, the selling stockholder named therein, and the Underwriters named therein, the form of which has been filed as Exhibit 1.1 to the Registration Statement (the "Underwriting Agreement").

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

We have examined the Registration Statement, the Company's amended and restated certificate of incorporation and the resolutions adopted by the board of directors of the Company relating to the Registration Statement. We have also examined originals, or copies of originals certified to our satisfaction, of such agreements, documents, certificates and statements of the Company and other corporate documents and instruments, and have examined such questions of law, as we have considered relevant and necessary as a basis for this opinion letter. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all persons and the conformity with the original documents of any copies thereof submitted to us for examination. As to facts relevant to the opinions expressed herein, we have relied without independent investigation or verification upon, and assumed the accuracy and completeness of certificates, letters and oral and written statements and representations of public officials and officers and other representatives of the Company.

Based on the foregoing, we are of the opinion that the Secondary Shares are validly issued, fully paid and non-assessable.

This opinion letter is limited to the General Corporation Law of the State of Delaware. We express no opinion as to the laws, rules or regulations of any other jurisdiction, including, without limitation, the federal laws of the United States of America or any state securities or blue sky laws.

We hereby consent to the filing of this opinion letter as an Exhibit to the Registration Statement and to all references to our Firm included in or made a part of the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Sidley Austin LLP

MASTER AGREEMENT

BETWEEN

GENWORTH FINANCIAL, INC.

AND

ENACT HOLDINGS, INC.

Dated [●], 2021

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MASTER AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

(a) the Shared Services Agreement;

(b) the Registration Rights Agreement;

(c) the Amended and Restated Tax Allocation Agreement;

(d) the Transitional Trademark License Agreement; and

(e) the Intellectual Property Cross License Agreement;

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

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

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

(d) all interests in any capital stock or other equity interests of any Subsidiary or any other Person, all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person, all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person and all other investments in securities of any Person;

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

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

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

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

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

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

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

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

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

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

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

"Benefit Arrangement" means, with respect to an entity, each compensation or employee benefit plan, program, policy, agreement or other arrangement, whether or not an employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), including any benefit plan, program, policy, agreement or arrangement providing cash- or equity-based compensation or incentives, health, medical, dental, vision, disability, accident or life insurance benefits or vacation, paid or unpaid leave, severance, retention, change in control, termination, deferred compensation, individual employment or consulting, retirement, supplemental retirement, pension or savings benefits, supplemental income, retiree benefit or other fringe benefit (whether or not taxable), or employee restrictive covenant agreement or

loans, that are sponsored or maintained by such entity (or to which such entity contributes or is required to contribute or in which it participates or is otherwise a party), and including workers' compensation plans, policies, programs and arrangements.

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

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

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

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

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

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

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

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

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

"Company Liabilities" means (without duplication):

(a) all Liabilities, including Company Employee Liabilities but excluding the Genworth Employee Liabilities, to the extent relating to, arising out of or resulting from: (i) the

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

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

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

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

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

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

"De Minimis Business" means (i) any minority equity investment by a member of a Party's Group in any Person (a) in which such Group collectively holds not more than twenty-five percent (25)% of the outstanding voting securities or similar equity interests, to the extent such equity interests do not give such Group the right to designate a majority, or such higher amount constituting a controlling number, of the members of the board of directors (or similar governing body) of such entity, or (b) in which the amount invested by such Group collectively is less than $100 million, in each case with respect to the Genworth Group, excluding any ownership of Company Common Stock, or (ii) any business activity that would otherwise violate Section 7.11(a) or Section 7.11(b) that is carried on by an After-Acquired Business or an After-Acquired Company, but only if, at the time of such acquisition, the revenues derived from the

Company Covered Business or the Genworth Covered Business, as applicable, by such After-Acquired Business or After-Acquired Company constitute less than ten percent (10)% of the gross revenues of such After-Acquired Business or After-Acquired Company for the most recently completed fiscal year preceding such acquisition.

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

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

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

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

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

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

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

"GAAP" means United States generally accepted accounting principles.

"Genworth Employee" means each individual service provider who is currently exclusively or primarily engaged in the business of Genworth, regardless of whether any such individual is actively at work or is not actively at work as a result of disability or illness, an

approved leave of absence (including military leave with reemployment rights under federal Law and leave under the Family and Medical Leave Act of 1993), vacation, personal day or similar short- or long-term absence.

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

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

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

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

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

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

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

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

"Information" means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how,

techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other Software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data.

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

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

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

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

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

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

"Parties" means Genworth and the Company.

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

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

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

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

"SEC" means the Securities and Exchange Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

THE IPO TRANSACTIONS

2.1. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. GENWORTH (ON BEHALF OF ITSELF AND EACH MEMBER OF THE GENWORTH GROUP) AND THE COMPANY (ON BEHALF OF ITSELF AND EACH MEMBER OF THE COMPANY GROUP) EACH UNDERSTAND AND AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN ANY TRANSACTION DOCUMENT, NO PARTY TO THIS AGREEMENT, ANY TRANSACTION DOCUMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY TRANSACTION DOCUMENT OR OTHERWISE, IS REPRESENTING OR WARRANTING OR HAS MADE ANY REPRESENTATION OR WARRANTY IN ANY WAY AS TO THE ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR APPROVALS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OF OR FREEDOM FROM ANY SECURITY INTERESTS OF, OR ANY OTHER MATTER CONCERNING,

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

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

ARTICLE III

THE INITIAL PUBLIC OFFERING

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

ARTICLE IV

INTERCOMPANY TRANSACTIONS AS OF THE CLOSING DATE

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

4.2. Assumption of Company Employee Liabilities.

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

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

of the Genworth Group to manage, administer, finance and file required reports with respect to such administration.

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

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

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

(f) For any Former Company Employee who is, as of the Closing Date, receiving payments as part of any long-term disability program that is part of a Benefit Arrangement sponsored or maintained by a member of the Genworth Group, to the extent such Former Company Employee may have any "return to work" rights under the terms of such long-

term disability program, such Former Company Employee's eligibility for re-employment shall be with the Company or a member of the Company Group.

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

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

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

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

4.3. Assumption of Genworth Employee Liabilities.

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

(b) Genworth shall continue to be responsible for all Liabilities under the Genworth Financial, Inc. Deferred Compensation Plan (the "Genworth DCP"), with costs associated with any Company Employee or Former Company Employee to be reimbursed by the Company. Except as otherwise provided by Section 409A of the Code, a Company Employee shall not be considered to have undergone a "separation from service" for purposes of Section 409A of the Code and the Genworth DCP solely by reason of the Initial Public Offering, and,

following the Closing Date, the determination of whether a Company Employee has incurred a separation from service with respect to his or her benefit in the Genworth DCP shall be based solely upon his or her performance of services for the Company Group. The Company shall promptly notify Genworth of the "separation from service" (as determined pursuant to Section 409A of the Code) of any Company Employee. At that time, the Company shall also notify Genworth whether the Company Employee is a "specified employee" as determined pursuant to Section 409A of the Code.

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

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

4.4. Tax Matters.

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

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

solely in the basis of stock of Subsidiaries of the Company shall not be create any Deferred Tax Writedown.

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

ARTICLE V

FINANCIAL AND OTHER INFORMATION

5.1. Annual Financial Information.

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

(b) The Company agrees that, if members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year at least five percent (5%) of the then outstanding Company Common Stock, the Company shall deliver to Genworth the unaudited consolidated balance sheet of the Company and its Subsidiaries as of the end of each fiscal year and the unaudited consolidated statements of earnings of the Company and its Subsidiaries for

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

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

5.2. Quarterly Financial Information.

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

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

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

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

5.3. General Financial Statement Requirements. All information provided by the Company or any of its Subsidiaries to any member of the Genworth Group pursuant to this Article V shall be consistent in terms of format and detail and otherwise with the procedures and practices in effect prior to the Closing Date with respect to the provision of such financial and other information by the Company to any member of the Genworth Group (and where appropriate, as presently presented in financial and other reports delivered to the board of directors of Genworth), with such changes therein as may be reasonably requested by Genworth

from time to time, and any changes in such procedures or practices that are required in order to comply with the rules and regulations of the SEC or GAAP, as applicable.

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

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

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

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

(d) Public Information and SEC Reports. The Company and each of its Subsidiaries that files information with the SEC shall cooperate with Genworth in preparing reports, notices and proxy and information statements to be sent or made available by the

Company or such Subsidiaries to their security holders, all regular, periodic and other reports filed under Sections 13, 14 and 15 of the Exchange Act by the Company or such Subsidiaries and all registration statements and prospectuses to be filed by the Company or such Subsidiaries with the SEC or any securities exchange pursuant to the listed company manual (or similar requirements) of such exchange (collectively, "Company Public Documents") and deliver to Genworth (to the attention of its Corporate Secretary), no later than the date the same are printed for distribution to its shareholders, sent to its shareholders or filed with the SEC, whichever is earliest, final copies of all Company Public Documents. Upon reasonable advance notice from Genworth of its planned filing date for any given period (including reasonable notice of any changes to such date), the Company shall file (i) its Quarterly Report on Form 10-Q with the SEC no later than ten (10) days after Genworth's planned filing date with the SEC for its quarterly reports for the corresponding period, and (ii) its Annual Report on Form 10-K with the SEC no later than fifteen (15) days after Genworth's planned filing date with the SEC for its annual reports for the corresponding period; provided, that in no event shall the Company file such report for any given period prior to Genworth's filing of its own such report for the corresponding period and this Section 5.4(i) and (ii) shall not apply to the Company's first Quarterly Report on Form 10-Q and Annual Report on Form 10-K, which the Company shall timely file in accordance with SEC rules. Notwithstanding the foregoing, upon reasonable advance notice from the Company to Genworth, the Company may file any reports in advance of Genworth's filing if necessary for the Company to comply with any applicable SEC or other legal deadlines. The Parties shall cooperate in preparing all press releases and other statements to be made available by the Company or any of its Subsidiaries to the public, including, information concerning material developments in the business, properties, results of operations, financial condition or prospects of the Company or any of its Subsidiaries. Genworth shall have the right to review, reasonably in advance of public release or release to financial analysts or investors and in a manner consistent with the procedures and practices in effect prior to the Closing Date with respect to press releases issued by the Company (A) all press releases and other statements to be made available by the Company or any of its Subsidiaries to the public and (B) all reports and other information prepared by the Company or any of its Subsidiaries for release to financial analysts or investors; provided, however, that neither Genworth nor any member of the Genworth Group shall publicly disclose any material, non-public information of the Company except pursuant to policies and procedures mutually agreed upon by Genworth and the Company for the disclosure of such information and except as required by applicable Law; provided, further, that at any time when members of the Genworth Group beneficially own, in the aggregate less than fifty percent (50%) of the then outstanding Company Common Stock, Genworth shall only have the right to review such press releases, public statements, reports and other information in advance if necessary for any member of the Genworth Group to (x) comply with applicable financial reporting requirements or its customary financial reporting practices or (y) respond to any reasonable requests for information regarding the Company and its Subsidiaries received by Genworth from investors or financial analysts. No press release, report, registration, information or proxy statement, prospectus or other document which refers, or contains information with respect, to any member of the Genworth Group shall be filed with the SEC or otherwise made public or released to any financial analyst or investor by the Company or any of its Subsidiaries without the prior written consent of Genworth (which consent shall not be unreasonably withheld, conditioned or delayed) with respect to those portions of such document

that contain information with respect to any member of the Genworth Group, except as may be required by Law (in such cases the Company shall use its reasonable best efforts to notify the relevant member of the Genworth Group and to obtain such member's consent before making such a filing with the SEC or otherwise making any such information public).

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

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

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

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

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

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

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

the Genworth Annual Statements. Until the Trigger Date, if the Genworth Auditors identify, in any management letter or other correspondence in connection with the annual audit of Genworth, any issue with the accounting principles, any proposed adjustment or any similar area of concern with respect to the Company Group, Genworth shall promptly inform the Company and provide the Company with an excerpt of the applicable portions of such management letter or correspondence.

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

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

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

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

promptly respond to any request by the Company to make a change in accounting principles and, in any event, in sufficient time to enable the Company to comply with its obligations under Sections 5.1 and 5.2.

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

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

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

5.8. Accountants' Reports.

(a) The Company agrees that if members of the Genworth Group beneficially own in the aggregate on any date during a fiscal year at least ten percent (10%) of the then-

outstanding Company Common Stock, the Company will promptly upon receipt of written notice from Genworth, but in no event later than five (5) Business Days following the receipt thereof, deliver to Genworth copies of all reports submitted to the Company or any of its Subsidiaries by their independent certified public accountants, including, each report submitted to the Company or any of its subsidiaries concerning its accounting practices and systems and any comment letter submitted to management in connection with their annual audit and all responses by management to such reports and letters.

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

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

5.10. Agreement for Exchange of Information.

(a) Each of Genworth and the Company, on behalf of itself and its respective Group, agrees to provide, or cause to be provided, to the other Group, at any time before or after the Closing Date, as soon as reasonably practicable after written request therefor, any Information in the possession or under the control of such respective Group which the requesting Party reasonably needs (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party or a member of its Group (including under applicable securities, insurance or Tax Laws) by a Governmental Authority having jurisdiction over the requesting Party or such member of its Group, (ii) for use in any other judicial, regulatory, administrative, tax or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, tax or other similar requirements, in each case other than claims or allegations that one Party to this Agreement has against the other, or (iii) subject to the foregoing clause (ii), to comply with its

obligations under this Agreement or any Transaction Document; provided, however, that in the event that any Party determines that any such provision of Information could be commercially detrimental, violate any Law or agreement, or waive attorney work product protection or any attorney-client or similar privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

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

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

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

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

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

5.15. Other Agreements Providing for Exchange of Information.

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

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

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

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

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

5.17. Production of Witnesses; Records; Cooperation.

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

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

officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with such defense, settlement or compromise, or the prosecution, evaluation or pursuit thereof, as the case may be, and shall otherwise cooperate in such defense, settlement or compromise, or such prosecution, evaluation or pursuit, as the case may be.

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

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

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

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

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

ARTICLE VI

RELEASE; INDEMNIFICATION

6.1. Release of Pre-Closing Claims.

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

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

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

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

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

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

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

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

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

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

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

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

(b) any Company Liability;

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

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

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

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

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

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

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

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

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

6.4. Registration Statement Indemnification.

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

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

6.5. Contribution.

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

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

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

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

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

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

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

6.7. Procedures for Indemnification of Third-Party Claims.

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

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

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

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

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

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

6.8. Additional Matters.

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

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

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

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

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

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

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

ARTICLE VII

OTHER AGREEMENTS

7.1. Further Assurances.

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

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

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

7.2. Confidentiality.

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

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

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

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

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

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

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

7.5. Insurance Matters.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.9. No Violations.

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

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

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

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

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

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

7.11. Non-Compete.

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

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

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

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

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

7.12. Non-Solicit.

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

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

ARTICLE VIII

CORPORATE GOVERNANCE MATTERS

8.1. Approval Rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2. Director Nomination Rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3. Committees of the Company Board.

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

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

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

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

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

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

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

ARTICLE IX

DISPUTE RESOLUTION

9.1. General Provisions.

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

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

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

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

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

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

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

9.4. Arbitration.

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

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

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

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

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

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

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

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

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

ARTICLE X

MISCELLANEOUS

10.1. Corporate Power; Fiduciary Duty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENWORTH FINANCIAL, INC.

By: _____

Name:

Title:

ENACT HOLDINGS, INC.

By: _____

Name:

Title:

[*Signature Page to Master Agreement*]

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

“Loss Member” means a Member which has losses.

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

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

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

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

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

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

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

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

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

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

ARTICLE II

PREPARATION AND FILING OF TAX RETURNS

Section 2.01. Consolidated Group Federal Income Tax Returns

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

Section 2.02. State Combined or Consolidated Income Tax Returns

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

Section 2.03. Other Tax Returns

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

ARTICLE III

ALLOCATION AND PAYMENT OF CONSOLIDATED FEDERAL INCOME TAXES

Section 3.01. Payment of Consolidated Federal Income Tax

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

Section 3.02. Allocation of Consolidated Federal Income Tax Liability

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

Section 3.03. Use of Tax Attributes

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

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

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

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

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

Section 3.04. Prevention of Double Tax Benefit

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

Section 3.05. Manner of Computation

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

Section 3.06. New York Companies

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

Section 3.07. Intercompany Settlements

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

Section 3.08. Tax Proceedings

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

Section 3.09. Change in Consolidated Federal Income Tax Liability

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

Section 3.10. Reports

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

Section 3.11. Modification

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

ARTICLE IV

ALLOCATION AND PAYMENT OF

COMBINED/CONSOLIDATED STATE AND LOCAL TAXES

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

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

ARTICLE V

MISCELLANEOUS

Section 5.01. Effective Date

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

Section 5.02. Complete Agreement

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

Section 5.03. Termination

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

Section 5.04. Governing Law

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

Section 5.05. Disputes

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

Section 5.06. Counterparts

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

Section 5.07. Additional Parties

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

Section 5.08. Assignment

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

Section 5.09. Regulatory Approval

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

Section 5.10. Section Headings

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

Section 5.11. Records and Documentation

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

Section 5.12. Notice

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

Section 5.13. Reimbursement

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

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

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

GENWORTH FINANICIAL, INC

By: _____

Name: Ward Bobitz

Title: Executive Vice President and General Counsel

ASSIGNED SETTLEMENT, INC.

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

CAPITAL BROKERAGE CORPORATION

By: _____

Name: Craig Pichette

Title: Vice President

GENWORTH ANNUITY SERVICE CORPORATION

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH FINANCIAL AGENCY, INC.

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH FINANCIAL ASSURANCE CORPORATION

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH FINANCIAL SERVICES, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH HOLDINGS, INC.

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH INSURANCE COMPANY

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH LIFE INSURANCE COMPANY

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

GENWORTH LIFE INSURANCE COMPANY OF NEW YORK

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

ENACT HOLDINGS, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH MORTGAGE HOLDINGS, LLC

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH MORTGAGE INSURANCE CORPORATION

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH MORTGAGE INSURANCE CORPORATION OF NORTH CAROLINA

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH MORTGAGE REINSURANCE CORPORATION

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

GENWORTH NORTH AMERICA CORPORATION

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

HGI ANNUITY SERVICE CORP.

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

JAMESTOWN LIFE INSURANCE COMPANY

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

MAYFLOWER ASSIGNMENT CORPORATION

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

MONUMENT LANE PCC, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

MONUMENT LANE IC1, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

MONUMENT LANE IC2, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

NATIONAL ELDERCARE REFERRAL SYSTMES, LLC

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

NEWCO PROPERTIES, INC.

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

RIVERLAKE INSURANCE COMPANY VI

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

RIVERLAKE INSURANCE COMPANY VII

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

RIVER LAKE INSURANCE COMPANY VIII

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

RIVER LAKE INSURANCE COMPANY X

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

SPONSORED CAPTIVE RE, INC.

By: _____

Name: Craig Pichette

Title: Assistant Treasurer

UNITED PACIFIC STRUCTURES SETTLEMENT COMPANY

By: _____

Name: Craig Pichette

Title: Vice President and Assistant Treasurer

Exhibit A
List of Subsidiaries as of the date of this Agreement

Virginia Headquartered Companies:

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

North Carolina Headquartered Companies:

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

EXHIBIT B

ESCROW AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attest:

_____

Genworth Financial, Inc.

By: _____

Name: _____

Title: _____

Address:

_____

_____

_____

Attest:

_____

[New York domiciled or commercially domiciled company]

By: _____

Name: _____

Title: _____

Address:

_____

_____

_____

Attest:

_____

[Escrow Agent)

By: _____

Name: _____

Title: _____

Address:

_____

_____

_____

Exhibit C

Adoption Agreement

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

This Adoption Agreement shall become effective on the date executed.

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

By: _____
Its: _____
Date: _____

Accepted:
Genworth Financial, Inc.

By: _____

REGISTRATION RIGHTS AGREEMENT

dated as of

[_____], 2021

between

Enact Holdings, Inc.

and

Genworth Financial, Inc.

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REGISTRATION RIGHTS AGREEMENT

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

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

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

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

ARTICLE I
DEFINITIONS

1.1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

"FINRA" means the Financial Industry Regulatory Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

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

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

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

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

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

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

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

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

ARTICLE II
REGISTRATION RIGHTS

2.1 Shelf Registration.

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

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

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

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

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

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

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

2.2 Demand Registrations.

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

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

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

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

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

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

2.4 Piggyback Registrations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.8 Underwritten Offering.

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

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

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

2.10 Indemnification .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) entering into customary underwriting and other agreements;

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

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

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

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

ARTICLE IV
MISCELLANEOUS

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

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

4.3 No Inconsistent Agreements.

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

(b) To the extent any portion of this Agreement conflicts, or is inconsistent, with the Master Agreement, the Master Agreement shall control.

4.4 Amendment, Modification and Waiver. This Agreement may be amended, modified or supplemented at any time by written agreement of the parties. Any failure of any party to comply with any term or provision of this Agreement may be waived by the other party, by an instrument in writing signed by such party, but such waiver or failure to insist upon strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

4.5 No Third-Party Beneficiaries. Other than as set forth in Section 2.10 with respect to the indemnified parties and as expressly set forth elsewhere in this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement. Only the parties that are signatories to this Agreement and any Joinder Agreement substantially in the form of Exhibit A hereto (and their respective permitted successors and assigns) shall have any obligation or liability under, in connection with, arising out of, resulting from or in any way related to this Agreement or any other matter contemplated hereby, or the process leading up to the execution and delivery of this Agreement and the transactions contemplated hereby, subject to the provisions of this Agreement.

4.6 Entire Agreement. Except as otherwise expressly provided herein, this Agreement, together with the Master Agreement, constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both written and oral, between or on behalf of Genworth or its Affiliates, on the one hand, and the Company or its Affiliates, on the other hand, with respect to the subject matter of this Agreement.

4.7 Severability. In the event that any provision of this Agreement is declared invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted in a manner that accomplishes, to the extent possible, the original purpose of such provision.

4.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic imaging means (including in pdf or tif format sent by electronic mail) by a party to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic imaging means as if the original had been received.

4.9 Specific Performance; Remedies. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other party shall not oppose the granting of such relief. The parties agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are hereby waived.

4.10 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely within such State, without regard to any principles of conflicts of law principles thereof to the extent that such principles would apply the law of another jurisdiction.

4.11 WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

4.12 Jurisdiction; Venue. Any suit, action or proceeding relating to this Agreement shall be brought exclusively in the Court of Chancery of the State of Delaware. The parties hereby consent to the exclusive jurisdiction of such courts for any such suit, action or proceeding, and irrevocably waive, to the fullest extent permitted by law, any objection to such courts that they may now or hereafter have based on improper venue or forum non conveniens.

4.13 Notice. Unless otherwise specified herein, all notices, requests, claims, demands and other communications under this Agreement and, to the extent applicable and unless otherwise provided therein shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email with receipt confirmed or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.13):

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

4.14 Limitation on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of Genworth, enter into any agreement with any holder or prospective holder of any securities of the Company giving such holder or prospective holder any registration rights which would reduce the amount of Registrable Securities any member of the Genworth Affiliated Group can include in any Registration Statement filed pursuant to Article II hereunder (including, without limitation, any Underwritten Offering, Block Sale or other sale pursuant to such Registration Statement).

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be executed and delivered as of the date first above written.

ENACT HOLDINGS, INC.

By: _____

Name:

Title:

GENWORTH FINANCIAL, INC.

By: _____

Name:

Title:

Exhibit A

JOINDER AGREEMENT

Reference is made to the Registration Rights Agreement, dated as of [_____], 2021 (as amended from time to time, the "Registration Rights Agreement"), between Enact Holdings, Inc. and Genworth Financial, Inc. and the other parties thereto, if any. The undersigned agrees, by execution hereof, to become a party to, and to be subject to the rights and obligations under the Registration Rights Agreement.

[NAME]

By: _____

Name:

Title:

Date:

Address:

Acknowledged by:

[NAME OF COMPANY]

[*Signature Page to Joinder Agreement*]

SHARED SERVICES AGREEMENT

between

GENWORTH FINANCIAL, INC.

and

ENACT HOLDINGS, INC.

DATED [●], 2021

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This SHARED SERVICES AGREEMENT, dated [•], 2021 (this "Agreement"), is made by and between GENWORTH FINANCIAL, INC., a Delaware corporation ("Genworth") and ENACT HOLDINGS, INC., a Delaware corporation (the "Company").

RECITALS

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

WHEREAS, in connection with the initial public offering of the Company, Genworth and the Company are entering into a Master Agreement, dated as of the date hereof (the "Master Agreement"); and

WHEREAS, in connection with the initial public offering of the Company and the entry into the Master Agreement, the parties hereto intend to provide that, on the terms and subject to the conditions set forth in this Agreement: (a) Genworth will continue to provide, or cause to continue to be provided, certain administrative and support services and other assistance to the Company, each subsidiary of the Company, immediately after the Closing and each other Person that is controlled either directly or indirectly by the Company immediately after the Closing (collectively, the "Company Group") in accordance with the terms and subject to the conditions set forth herein, and (b) the Company will continue to provide, or cause to continue to be provided, certain administrative and support services and other assistance to Genworth and its Affiliates, immediately after the Closing, (collectively, the "Genworth Group") in accordance with the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Certain Defined Terms. Unless otherwise defined herein, all capitalized terms used herein have the meaning given to them in the Master Agreement The following capitalized terms used in this Agreement shall have the meanings set forth below:

"Affiliate(s)" shall have the meaning assigned to it in the Master Agreement.

"Additional Services" shall have the meaning set forth in Section 2.01(d).

"Agreement Termination Date" shall have the meaning set forth in Section 9.01(a).

"Canada Divested Unit" means Genworth Financial Mortgage Company Canada now known as Sagen.

"Company Divested Unit" shall have the meaning set forth in Section 10.09(b).

"Company Indemnified Parties" shall have the meaning set forth in Section 3.01(d).

"Company Service(s)" shall have the meaning set forth in Section 2.01(b).

"Company Services Manager" shall have the meaning set forth in Section 2.05.

"Company Substitute Service(s)" shall have the meaning set forth in Section 2.01(b).

"Company Purchasing Rights" shall have the meaning set forth in Section 3.01(a).

"Company Vendor Agreements" shall have the meaning set forth in Section 3.01(b).

"Confidential Information" means any information disclosed by a party to another party in connection with the Services, including Personal Information, whether before or after the date of this document, but excluding information that: (a) was in the public domain at the date of this document; (b) became part of the public domain after the date of this document otherwise than as a result of disclosure by the Receiving Party in breach of this agreement; or (c) is independently developed by the Receiving Party.

"Consents" shall have the meaning set forth in Section 4.01.

"Cross License" means the Intellectual Property Cross License by and between Genworth and the Company, dated [•].

"Data Security and Cybersecurity Program" means Genworth's data security and cybersecurity program that includes, among other things data protection and cybersecurity policies, as amended by Genworth from time to time.

"Direct Bill Charge" shall be a charge associated with a Service indicated as a direct bill in Schedule A.

"Disclosing Party" shall have the meaning set forth in Section 10.10(e).

"Excluded Services" means those services, systems, functions and responsibilities listed in Schedule C.

"Extension Notice" shall have the meaning set forth in Section 9.01(b).

"Extension Period" shall have the meaning set forth in Section 9.01(c).

"Force Majeure" shall have the meaning assigned to it in the Master Agreement.

"Genworth Business" means the businesses owned or managed, directly or indirectly, by the Genworth Group immediately prior to the Closing that, prior to the Closing, was receiving any service or support substantially the same as the Company Services from any member of the Company Group, in each case to the extent such businesses are not transferred or contributed to the Company Group at the Closing.

"Genworth Charges Cap" has the meaning set forth in Section 5.01(d).

"Genworth Divested Unit" shall have the meaning set forth in Section 10.09(b).

"Genworth Indemnified Parties" shall have the meaning set forth in Section 3.01(c).

"Genworth Purchasing Rights" shall have the meaning set forth in Section 3.01(b).

"Genworth Substitute Service" shall have the meaning set forth in Section 2.01(a).

"Genworth Services Manager" shall have the meaning set forth in Section 2.04.

"Genworth Vendor Agreements" shall have the meaning set forth in Section 3.01(a).

"Governmental Authorities" shall have the meaning set forth in Section 4.02(d).

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented.

"Improvement" means any enhancement, modification, derivative work, improvement or other change of or to any Intellectual Property in respect of performance of any Services or any Additional Services, and includes any enhancement, modification, derivative work, improvement or other change of or to any Genworth Intellectual Property or Company Intellectual Property made by a Provider in respect of performance of any Services or Additional Services under this Agreement but specifically excludes any Recipient Data or any enhancement, modification, derivative work or other change made by any party in providing any IT Services, including in connection with any Technology provided or to which access is given.

"Information Systems" means computing, telecommunications or other digital operating or processing systems or environments, including computer programs, data, databases, computers, computer libraries, communications equipment, networks and systems.

"Insolvency Event" means:

(i) in respect of the Company and its Affiliates, being involuntarily placed in liquidation, reorganization, winding up, administration, supervision, conservation, or having a receiver, trustee, custodian, sequestrator, conservator, liquidating agent, liquidator, administrator or other similar official appointed to it or any of its property, being unable to pay its debts or otherwise insolvent, or taking any step that could result in being placed in liquidation, reorganization, winding up, administration, supervision, conservation, or having a receiver, trustee, custodian, sequestrator, conservator, liquidating agent, liquidator, administrator or other similar official appointed to it;

(ii) in respect of Genworth and its Affiliates, being involuntarily placed in liquidation, reorganization, winding up, administration, supervision, conservation, or having a receiver, trustee, custodian, sequestrator, conservator, liquidating agent, liquidator, administrator or other similar official appointed to it or any of its property, being unable to pay

its debts or otherwise insolvent, or taking any step that could result in being placed in liquidation, reorganization, winding up, administration, supervision, conservation, or having a receiver, trustee, custodian, sequestrator, conservator, liquidating agent, liquidator, administrator or other similar official appointed to it.

"Omitted Service" shall have the meaning set forth in Section 2.01(g).

"Other Costs" shall have the meaning set forth in Section 5.02.

"Overhead Allocation Charge" shall be a charge associated with a Service indicated as an overhead allocation charge in Schedule A.

"Personal Information" means information or data that meets the definition of "personally identifiable information", "personal information", "personal data" or other similar terms under applicable Laws and in any event includes information or data that is nonpublic information or an opinion about an individual whose identity is reasonably ascertainable from that information.

"Person" shall have the meaning assigned to it in the Master Agreement.

"Privacy Act" means the Privacy Act of 1974, as amended and supplemented.

"Provider" means the party, including any member of the Genworth Group or the Company Group, or either of their respective Affiliates, providing a Service under this Agreement.

"Receiving Party" shall have the meaning set forth in Section 10.10(e).

"Recipient" means the party, including any member of the Genworth Group or the Company Group, or either of their respective Affiliates, to whom a Service under this Agreement is being provided.

"Recipient Data" means data (including any documents, materials or other information in any form) that is owned by or created on behalf of the Recipient or otherwise relates predominantly to the business of the Recipient, even if also used in the business of the Provider, and includes any enhancement, modification, derivative work, improvement or other change of or to the data but excludes any Genworth Intellectual Property and Company Intellectual Property, as applicable, and any other data already in the possession or control of the Provider, except where such Genworth Intellectual Property or Company Intellectual Property, as applicable, or such other data, was developed or otherwise in the possession or control of the Provider as a result of the Provider providing services that are the same as, or of the nature of, the Services to the Recipient before the date of this Agreement.

"Security Incident" means any confirmed unauthorized access to, disruption, or misuse of Confidential Information or Personal Information or an Information System on which Confidential or Personal Information is stored.

"Service(s)" means, individually and collectively, the Genworth Services, Company Services and Undertakings.

"Service Charge(s)" shall have the meaning set forth in Section 5.01.

"Service Termination Date" shall have the meaning set forth in Section 9.01(a).

"Software" means the object and source code versions of computer programs and any associated documentation therefor.

"Standard for Services" shall have the meaning set forth in Section 2.07.

"Supplier Agreement" means any corporate purchasing contracts, master services agreements, vendor contracts, software and other Intellectual Property licenses or similar agreements used by a Party to provide the Services.

"Technology" means, collectively, all designs, formulas, algorithms, procedures, techniques, ideas, know-how, Software, programs, models, routines, confidential and proprietary information, databases, tools, inventions, invention disclosures, creations, improvements, works of authorship, and all recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the above, in any form, whether or not specifically listed herein.

"Terminated Service" has the meaning set forth in Section 9.01(g).

"Trigger Date" shall have the meaning assigned to it in the Master Agreement.

"Undertakings" means, collectively, the obligations of Genworth and its Affiliates and the Company and its Affiliates set forth in Article III.

"Vendor Agreements" shall have the meaning set forth in Section 3.01(b).

"Virus" means computer instructions or other software: (a) that adversely affect the operation, security or integrity of an Information System, by altering, destroying, disrupting or inhibiting such operation, security or integrity; (b) that without functional purpose, self-replicate without manual intervention; (c) that purport to perform a useful function but which actually perform either a destructive or harmful function, or perform no useful function and utilize substantial computer, telecommunications or memory resources; and/or (d) the effect of which is to permit unauthorized access to, or disable, erase, or otherwise harm, any computer, systems or Software.

SECTION 1.02 Interpretation. In this Agreement (i) a reference to the provision by Genworth of a Genworth Service to the Company is a reference to the provision of the relevant Genworth Service by any member of the Genworth Group to any member of the Company Group; and (ii) a reference to the provision by the Company of a Company Service to Genworth is a reference to the provision of the relevant Company Service by any member of the Company Group to any member of the Genworth Group.

ARTICLE II

SERVICES AND TERMS

SECTION 2.01 Services.

(a) During the period commencing on the date hereof and ending on the applicable Service Termination Date, subject to the terms and conditions set forth in this Agreement, Genworth shall provide or cause to be provided to the Company, whether for the benefit of the Company itself or for the applicable members of the Company Group, the services listed in Schedule A (the "Genworth Services"). The "Genworth Services" also shall include (i) any Services to be provided by Genworth to the Company as agreed pursuant to Section 10.03, and (ii) any Genworth Substitute Service (as defined below); provided, however, that (1) the scope of each Genworth Service shall be substantially the same as the scope of such service provided by Genworth to the Company the last time prior to the date hereof (or, as applicable, in the most recent relevant period) that such service was provided by Genworth to the Company in the ordinary course, (2) the use of each Genworth Service by the Company, or any member of the Company Group, shall include use by the Company Group's contractors in substantially the same manner as used by the contractors of the Company Group prior to the date hereof and (3) except as provided in Section 10.09 (and subject to Section 10.03(b)), nothing in this Agreement shall require that any Genworth Service be provided other than for use in, or in connection with the Company Business. If, for any reason, Genworth is unable to provide or cause to be provided any Genworth Service to the Company pursuant to the terms of this Agreement, Genworth shall provide or cause to be provided to the Company, or any member of the Company Group, as applicable, a substantially equivalent service (a "Genworth Substitute Service") at or below the cost of the substituted Genworth Service as set forth in Schedule A and otherwise in accordance with the terms of this Agreement, including the Standard for Services.

(b) During the period commencing on the date hereof and ending on the applicable Service Termination Date, subject to the terms and conditions set forth in this Agreement, the Company shall provide or cause to be provided to Genworth, whether for Genworth itself or for the benefit of the Genworth Group and/or the Canada Divested Unit the services listed in Schedule B (the "Company Services"). The "Company Services" also shall include (i) any Services to be provided by the Company to Genworth as agreed pursuant to Section 10.03 and (ii) any Company Substitute Service; provided, however, that (1) the scope of each Company Service shall be substantially the same as the scope of such service provided by the Company to Genworth the last time prior to the date hereof (or, as applicable, in the most recent relevant period) that such service was provided by the Company to Genworth in the ordinary course, (2) the use of each Company Service by Genworth shall include use by the Genworth Group's contractors in substantially the same manner as used by the contractors of the Genworth Group prior to the date hereof and (3) except as provided in Section 10.09 (and subject to Section 10.03(b)), nothing in this Agreement shall require that any Company Service be provided other than for use in, or in connection with the Genworth Business. If, for any reason, the Company is unable to provide or cause to be provided any Company Service to Genworth pursuant to the terms of this Agreement, the Company shall provide or cause to be provided to Genworth a substantially equivalent service (a "Company Substitute Service") at or below the

cost for the substituted Company Service as set forth in Schedule B and otherwise in accordance with the terms of this Agreement, including the Standard for Services.

(c) Omitted Services. The parties each have used commercially reasonable efforts to identify and describe the Services. However, the parties acknowledge and agree that there may be services which are not identified on the Schedules that (i) (A) were provided by a party or its Affiliates to the other party in the four (4) months prior to the Closing and (B) are necessary for the Company or Genworth, as applicable, to operate the manner that such party operated in the twelve (12) months prior to the Closing (collectively, the "Omitted Services"). Each party may provide written notice to the other party requesting such Omitted Services setting forth in reasonable detail a description of the requested Omitted Service(s) and the proposed start date (a) at any time during the first one hundred and twenty (120) days following the Closing. The parties agree to cooperate and negotiate in good faith using commercially reasonable efforts in order to come to an agreement regarding the provision of Omitted Services on reasonable terms and conditions that are mutually agreed to by the parties; provided, however, that (x) the Omitted Services shall be provided in substantially the same manner and on substantially similar terms and conditions as were applicable prior to the Closing Date and the price for such Omitted Services shall be set in accordance with the methodologies set forth in Section 5.01, (y) the Provider shall be afforded a reasonable period of time to commence providing any Omitted Service after such service becomes a Service, and (z) in no event shall a Provider be obligated to provide an Excluded Service, an Omitted Service that, as of the Effective Date, is being performed by a third party, and/or an Omitted Service that the Provider no longer provides to itself or any of its Affiliates. Any Omitted Services shall in all respects be subject to the terms of this Agreement, shall be considered added to Schedule A or Schedule B, as applicable, shall constitute an amendment to this Agreement which shall be signed by the parties and shall thereafter be considered a Service. Unless otherwise agreed by the parties, the term for such Omitted Services shall be no later than the latest Service Termination Date of the Services on Schedule A or Schedule B, as applicable.

(d) Additional Services. After the Effective Date of the Agreement, Genworth or the Company, as applicable, may submit a written request for services to the other party that are not Services ("Additional Services"). The party to whom such request is made shall consider such request in good faith and if such party agrees to provide an Additional Service then a representative of each party shall in good faith negotiate the applicable terms of such Additional Service, including a description in of the service, term, and fees for such Additional Service; provided, that unless otherwise agreed to by the parties, the receiving party shall pay all nonrecurring out-of-pocket and set up costs and incurred by the providing party in connection with its provision of the Additional Services as Other Costs under Section 5.02 and the receiving party must pay those Other Costs in accordance with this Agreement.

(e) This Agreement shall not assign any rights to Technology or Intellectual Property between the parties other than as specifically set forth herein. Except as set out in this Agreement, as between the parties, all Intellectual Property controlled by a Provider at the date of this Agreement in respect of Services to be provided by that Provider as at the date of this Agreement will remain controlled by that Provider. Except as set out in this Agreement, if a Provider agrees to provide Additional Services, as between the parties, all Intellectual Property

controlled by the Provider at the time it receives the request for the Additional Services in respect of those Additional Services will remain controlled by that Provider. Except as set out in Section 2.01(f)(iii), or as may otherwise be agreed by the parties at the time, if a Provider develops any new Intellectual Property or any Improvement in the course of providing any Services or Additional Services under this Agreement, the Provider owns all such Intellectual Property.

(f) To the extent that any member of the Company Group as a Provider requires the use of any Genworth Intellectual Property, or any member of the Genworth Group as a Provider requires the use of any Company Intellectual Property, to provide any Services or Additional Services under this Agreement, the relevant Recipient hereby grants a license of the relevant Intellectual Property on the same terms as granted under Sections 2.01(a) and 2.02(a), respectively, under the Cross License except that:

(i) the purpose for which the relevant Intellectual Property may be used is for the sole and limited purpose of delivering the Services or Additional Services under this Agreement and not for use by the Company, or a member of the Company Group, as applicable, in the Company Business or Genworth in the Genworth Business, as applicable;

(ii) the relevant Intellectual Property may be used by the relevant Provider in such limited territory as is required to provide the Services or Additional Services; and

(iii) the use of such Intellectual Property for this purpose will be subject to all other provisions of the Cross License, other than Sections 2.01(e), 2.02(e) and 2.04.

(iv) As between the Recipient and the Provider, all Intellectual Property in Recipient Data is owned by the Recipient, and by this Agreement the Provider hereby assigns absolutely, at no additional cost, all right, title and interest, including all Intellectual Property, in and to the Recipient Data, so that all such right, title and interest, worldwide vests in the Recipient on the date of this Agreement or where such Recipient Data is newly created Recipient Data, it vests immediately and automatically in the Recipient on creation, in each case, without any additional consideration.

(v) If a Recipient requests that a Provider develops any new Intellectual Property, whether in respect of any Services or Additional Services, or any Improvement, the parties will agree upon the ownership of the new Intellectual Property or Improvement at the time of the request from the Recipient and before the Provider develops the new Intellectual Property or Improvement, and in the absence of such agreement being reached at that time, as between the parties, if the new Intellectual Property or Improvement is created exclusively for the use of the Recipient in its business and the Recipient is required to pay any amount (as agreed upon in writing by the Provider and the Recipient) to the Provider in relation to the creation of the new Intellectual Property or Improvement and the Recipient pays all such amounts to the

Provider, the Recipient will own such Intellectual Property and by this Agreement, the Provider hereby assigns absolutely, at no additional cost, all right, title and interest in and to the new Intellectual Property or Improvement (and for the avoidance of doubt, other than in respect of any part of the new Intellectual Property or Improvement in existence immediately before the request from the Recipient under this paragraph), so that all such right, title and interest, worldwide vests in the Recipient on payment of all such amounts by the Recipient to the Provider, and if the new Intellectual Property or Improvement is not created exclusively for the use of the Recipient in its business or the Recipient is not required to pay any amount to the Provider in relation to the creation of the new Intellectual Property or Improvement, the Provider will own such Intellectual Property under Section 2.01(e).

(vi) To the extent that:

(A) any Recipient Data was in the possession or control of the Provider and used in the business of the Provider (other than for the sole purpose of providing services to the Recipient) before the date of this Agreement, the Recipient hereby grants to the Provider a perpetual, irrevocable, fully paid up, royalty-free, non-exclusive, non-transferable license with no right to sublicense (other than to Affiliates of the Provider) to use and modify the Recipient Data in the business of the Provider and its Affiliates;

(B) the Provider requires the use of any Recipient Data, new Intellectual Property or Improvement owned by the Recipient under this Agreement to provide any Services or Additional Services under this Agreement, the Recipient hereby grants to the Provider, a fully paid up, royalty-free, non-exclusive, non-transferable license, of the Recipient Data, new Intellectual Property or Improvement, with the right to sublicense, for the sole purpose of delivering the Services or Additional Services under this Agreement; and

(C) any new Intellectual Property or Improvement is owned by the Provider under this Agreement, the Provider grants the Recipient a perpetual, irrevocable, fully paid up, royalty-free, non-exclusive, non-transferable license, with no right to sublicense (other than to Affiliates of the Recipient), to use and modify the new Intellectual Property or Improvement in the business of the Recipient and its Affiliates.

(g) In addition to the Service Charges, the parties hereto acknowledge and agree that, in connection with the initial implementation, provision, receipt and transition of the Services, there will be certain nonrecurring, out-of-pocket costs incurred by Genworth or the Company. Each party shall pay its own such costs as they are incurred. For greater certainty, such costs shall not constitute “Other Costs” for purposes of Section 5.02.

(h) Throughout the term of this Agreement, the Provider and the Recipient of any Service shall cooperate with one another and use their good faith, commercially reasonable efforts to effect the efficient, timely and seamless provision and receipt of such Service.

SECTION 2.02 Information Systems Services.

(a) Any Services relating to Information Systems shall be provided consistent and in accordance with the Data Security and Cybersecurity Program.

(b) During the term of this Agreement, each party shall implement practices to scan, prior to coding or introducing elements into the Services and/or Information Systems, for Viruses or similar items that are consistent and in accordance with the Data Security and Cybersecurity Program. If a Virus or any similar item is found to have been introduced into the Services or Information Systems, the parties shall use their commercially reasonable efforts to cooperate and to diligently work together to remedy the effects of such Virus or similar item.

(c) Computer Based Resources.

(i) Prior to the Trigger Date, Company shall continue to have reasonable access to the Information Systems of Genworth (whether directly or remotely, and including reasonable physical or logical entry or access) consistent and in accordance with the Data Protection and Cyber Security Policy. On and after the Trigger Date, Company shall not have access to all or any part of the Information Systems of Genworth, except to the extent, and consistent and in accordance with the Data Protection and Cyber Security Policy, necessary for Company to perform Company Services or receive and enjoy the full benefit of, the Genworth Services (subject to Company complying with Genworth's security policies, procedures and requirements (including physical security, network access, and confidentiality and personal data security guidelines); provided, that Company has had a commercially reasonable period of time in which to comply with such security measures).

(ii) Prior to the Trigger Date, Genworth shall continue to have reasonable access to the Information Systems of Company (whether directly or remotely, and including reasonable physical or logical entry or access). On and after the Trigger Date, Genworth shall not have access to all or any part of the Information Systems of Company, except to the extent necessary for Genworth to perform the Genworth Services or receive and enjoy the full benefit of, Company Services (subject to Genworth complying with the Company's security policies, procedures and requirements (including physical security, network access, and confidentiality and personal data security guidelines); provided, that Genworth has had a commercially reasonable period of time in which to comply with such security measures).

(d) Changes to Services. A Provider may (i) reasonably supplement, modify, substitute or otherwise alter the manner in which the Services are provided or (ii) change the Services in order to comply with any requirements under applicable Law; provided that in either case of clause (i) or (ii) such supplement, modification, substitute or other alteration or change does not affect the quality of the Services in any material respect.

SECTION 2.03 Additional Support.

(a) During the term of this Agreement, Genworth shall provide, or cause to be provided, the following support, which support shall be in addition to the Genworth Services

described in Schedule A, at cost to the Company Group except for any applicable Other Costs to be determined and paid in accordance with Article V:

(i) Genworth shall provide, or cause to be provided, current and reasonably available historical data related to the Genworth Services as reasonably required by the Company, or a member of the Company Group, as applicable, in a manner and within a time period as mutually agreed by the parties; and

(ii) Genworth shall make reasonably available to the Company Group employees and contractors of Genworth whose assistance, expertise or presence is necessary to assist the Company's transition team in establishing a fully functioning stand-alone environment in respect of the Company's business and the timely assumption by the Company, or by a supplier to the Company, of Genworth Services.

(b) During the term of this Agreement, the Company shall provide, or cause to be provided, the following support, which support shall be in addition to Company Services described in Schedule B, at cost to Genworth except for any applicable Other Costs to be determined and paid in accordance with Article V:

(i) the Company shall provide, or cause to be provided, current and reasonably available historical data related to the Company Services as reasonably required by Genworth in a manner and within a time period as mutually agreed by the parties; and

(ii) the Company shall make reasonably available to Genworth employees and contractors of the Company Group whose assistance, expertise or presence is necessary to assist Genworth's transition team in establishing a fully functioning stand-alone environment in respect of the Genworth Businesses and the timely assumption by Genworth, or by a supplier of Genworth, of Company Services.

SECTION 2.04 Genworth Services Manager. Genworth will designate a dedicated services account manager (the "Genworth Services Manager") who will be directly responsible for coordinating and managing the delivery of the Genworth Services and will have authority to act on Genworth's behalf with respect to the Services. The Genworth Services Manager will work with the Company Services Manager to address the Company's issues and the parties' relationship under this Agreement.

SECTION 2.05 Company Services Manager. The Company will designate a dedicated services account manager (the "Company Services Manager") who will be directly responsible for coordinating and managing the delivery of the Services by the Company and will have authority to act on the Company's behalf with respect to the Services. The Company Services Manager will work with the Genworth Services Manager to address Genworth's issues and the parties' relationship under this Agreement.

SECTION 2.06 Performance and Receipt of Services. The following provisions shall apply to the Services:

(a) Security. Each Provider and Recipient shall at all times comply with the Data Security and Cybersecurity Program with respect to the performance, access and/or use of the Services.

(b) Reasonable Care. Each Provider and Recipient shall at all times comply with the Data Security and Cybersecurity Program providing and receiving the Services to (i) prevent access to the Services by unauthorized Persons and (ii) not damage, disrupt or interrupt the Services.

(c) Status. Each Provider shall, consistent and in accordance with the Data Security and Cybersecurity Program, provide each Recipient such information regarding the status of the Services being provided as may be reasonably requested by the Recipient from time to time.

SECTION 2.07 Standard for Services. Except as otherwise provided in this Agreement (including in Schedule A and Schedule B hereto), the Provider agrees to (a) perform the Services such that the nature, quality, standard of care and the service levels at which such Services are performed are no less than the nature, quality, standard of care and service levels at which the substantially same services were performed by or on behalf of the Provider during the last twelve (12) months, (i) to Recipient prior to the date hereof in which such services were performed by or on behalf of the Provider in the ordinary course or (ii) to itself or its Affiliates during the term of this Agreement and (b) pass-through any service levels made available to the Provider for a Service performed by a subcontractor (the "Standard for Services").

SECTION 2.08 Insurance. Each Provider shall maintain sufficient insurance coverage in respect of its provision of Services in accordance with customary market practices and shall provide the Recipient such evidence of such insurance coverage as the Recipient may reasonably request.

ARTICLE III

OTHER ARRANGEMENTS

SECTION 3.01 Vendor Agreements.

(a) During the period beginning on the date hereof and ending on the relevant Agreement Termination Date, Genworth is or may become a party to certain corporate purchasing contracts, master services agreements, vendor contracts, software and other Intellectual Property licenses or similar agreements unrelated to the Genworth Services (the "Genworth Vendor Agreements") under which (or under open work orders thereunder) the Company and its Affiliates purchase goods or services, license rights to use Intellectual Property and realize certain other benefits and rights. The parties hereby agree that the Company and its Affiliates shall continue to retain the right to purchase goods or services and continue to realize such other benefits and rights under each Genworth Vendor Agreement to the extent allowed by such Genworth Vendor Agreement ("Company Purchasing Rights") until the expiration or

termination date of such Company Purchasing Rights pursuant to the terms of such Genworth Vendor Agreement (including any voluntary termination of such Genworth Vendor Agreement by Genworth). Additionally, for so long as the Company Purchasing Rights remain in full force and effect under a Genworth Vendor Agreement and the Company or its Affiliates continue to exercise their Company Purchasing Rights under such Genworth Vendor Agreement and for a period of six (6) months thereafter, Genworth shall use its commercially reasonable efforts, upon the written request of the Company, to assist the Company in obtaining a purchasing contract, master services agreement, vendor contract or similar agreement directly with the third party provider that is a party to the Genworth Vendor Agreement. If:

(i) Genworth has the right to allow the Company, any members of the Company Group, or any of their respective Affiliates to continue exercising the right to purchase goods or services as Company Purchasing Rights under a Genworth Vendor Agreement beyond the Agreement Termination Date; and

(ii) the Company requests from Genworth an extension of those Company Purchasing Rights under that Genworth Vendor Agreement beyond the Agreement Termination Date,

then Genworth will continue to allow the Company, any members of the Company Group, and any of their respective Affiliates to exercise those Company Purchasing Rights under that Genworth Vendor Agreement until the earlier of:

(i) twelve (12) months after the Agreement Termination Date; and

(ii) the date that Genworth ceases to have the right to allow the Company, members of the Company Group, or their respective Affiliates to continue exercising Company Purchasing Rights under that Genworth Vendor Agreement.

(b) During the period beginning on the date hereof and ending on the relevant Agreement Termination Date, the Company is or may become a party to certain corporate purchasing contracts, master services agreements, vendor contracts, software and other Intellectual Property licenses or similar agreements unrelated to the Company Services (the "Company Vendor Agreements" and, together with the Genworth Vendor Agreements, the "Vendor Agreements") under which (or under open work orders thereunder) Genworth and its Affiliates purchase goods or services, license rights to use Intellectual Property and realize certain other benefits and rights. The parties hereby agree that Genworth and its Affiliates shall continue to retain the right to purchase goods or services and continue to realize such other benefits and rights under each Company Vendor Agreement to the extent allowed by such Company Vendor Agreement ("Genworth Purchasing Rights") until the expiration or termination date of such Genworth Purchasing Rights pursuant to the terms of such Company Vendor Agreement (including any voluntary termination of such Company Vendor Agreement by the Company). Additionally, for so long as the Genworth Purchasing Rights remain in full force and effect under a Company Vendor Agreement and Genworth or its Affiliates continue to exercise their Genworth Purchasing Rights under such Company Vendor Agreement and for a period of six (6) months thereafter, the Company shall use its commercially reasonable efforts, upon the written request of Genworth, to assist Genworth in obtaining a purchasing contract, master

services agreement, vendor contract or similar agreement directly with the third party provider that is a party to a Company Vendor Agreement. If:

(i) the Company has the right to allow Genworth and its Affiliates to continue exercising the right to purchase goods or services as Genworth Purchasing Rights under a Company Vendor Agreement beyond the Agreement Termination Date; and

(ii) Genworth requests from the Company an extension of those Genworth Purchasing Rights under that Company Vendor Agreement beyond the Agreement Termination Date,

Then the Company will continue to allow Genworth and its Affiliates to exercise those Genworth Purchasing Rights under that Company Vendor Agreement until the earlier of:

(iii) twelve (12) months after the Agreement Termination Date; and

(iv) the date that the Company ceases to have the right to allow Genworth or its Affiliates to continue exercising Genworth Purchasing Rights under that Company Vendor Agreement.

(c) The Company shall indemnify defend and hold harmless on an After-Tax Basis each member of the Genworth Group and each of their respective directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Genworth Indemnified Parties"), from and against any and all Liabilities of the Genworth Indemnified Parties relating to, arising out of or resulting from any members of the Company Group, or any of their respective Affiliates purchasing goods or services, licensing rights to use Intellectual Property or otherwise realizing benefits and rights under any Genworth Vendor Agreements.

(d) Genworth shall indemnify, defend and hold harmless on an After-Tax Basis each member of the Company Group and each of their respective directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Company Indemnified Parties"), from and against any and all Liabilities of the Company Indemnified Parties relating to, arising out of or resulting from Genworth or any of its Affiliates purchasing goods or services, licensing rights to use Intellectual Property or otherwise realizing benefits and rights under any Company Vendor Agreements.

SECTION 3.02 Termination of Agreements.

(a) Except as set forth in Section 3.02(b), as of the date of Closing, this Agreement hereby terminates and replaces, solely with respect to the Company Group, the following agreements and arrangements:

(i) the Services and Shared Expenses Agreement, dated as of January 1, 2004, by and among Genworth North America Corporation (formerly known as GNA Corporation), Genworth Mortgage Insurance Corporation (formerly known as General Electric Mortgage Insurance Corporation), Genworth Mortgage Insurance

Corporation of North Carolina (formerly known as General Electric Mortgage Insurance Corporation of North Carolina), Genworth Mortgage Reinsurance Corporation of North Carolina (formerly known as GE Mortgage Reinsurance Corporation of North Carolina), Genworth Financial Assurance Corporation (formerly known as Private Residential Mortgage Insurance Corporation), GE Residential Mortgage Insurance Corporation of North Carolina and General Electric Home Equity Insurance Corporation of North Carolina);; and

(ii) all other agreements and arrangements between or among the parties hereto dealing with the subject matter of any Service.

The termination of the agreements above under this Section 3.02(a) does not affect any accrued rights and liabilities of the parties under those agreements as at termination.

(b) The provisions of Section 3.02(a), above, shall not apply to any of the following agreements, arrangements, commitments or understandings (or to any of the provisions thereof):

(i) any other Transaction Documents (as defined in the Master Agreement); and

(ii) any agreements, arrangements, commitments or understandings to which any Person other than the parties hereto and their respective Affiliates is a party; or

(iii) any accounts payable or accounts receivable between the Genworth Group and the Company Group, attributable to the period up to and including the date of Closing, reflected in the books and records of the parties or otherwise documented in writing in accordance with past practices in respect of the obligations described in Section 3.02(a)(i) and 3.01(a)(ii) above; or

(iv) any other agreements, arrangements, commitments or understandings that this Agreement expressly contemplates will survive the Closing.

ARTICLE IV

ADDITIONAL AGREEMENTS

SECTION 4.01 Consents. The parties hereto acknowledge and agree that certain consents, approvals, notices, registrations, recordings, filings and other actions with respect to applicable licenses or contracts (collectively, "Consents") may need to be obtained in connection with the Services. If a Provider becomes aware that it is required to obtain any Consent in order to provide the Services to the Recipient and the Provider is required to incur any charges to a third party for that Consent, then:

(a) the Provider shall notify the Recipient of the Consent and the charges the Provider may be required to pay to a third party in respect of that Consent; and

(b) unless the parties agree that the Service which requires that Consent is no longer required, the Provider agrees to use commercially reasonable efforts to obtain that

Consent and the Recipient shall promptly reimburse the Provider for any out-of-pocket costs and all charges incurred by the Provider to obtain, perform or otherwise satisfy such Consents.

SECTION 4.02 Access.

(a) The Company will allow Genworth and its Representatives reasonable access to the facilities of the Company necessary for the performance of the Genworth Services listed on Schedule A for Genworth to fulfill its obligations under this Agreement, provided that in connection with such access, Genworth and its Representatives shall comply with any of the Company's applicable security and access policies.

(b) Genworth will allow the Company and its Representatives reasonable access to the facilities of Genworth necessary for the performance of Company Services listed on Schedule B for the Company to fulfill its obligations under this Agreement, provided that in connection with such access, the Company and its Representatives shall comply with any of Genworth's applicable security and access policies.

(c) Each Recipient shall, in accordance with the Data Security and Cybersecurity Program, have the right to audit or to have its independent auditors audit any and all Services provided by the Provider at least once in any twelve (12) month period.

(d) The parties acknowledge that the US regulators including the Securities and Exchange Commission and various state insurance regulators, together with Fannie Mae and Freddie Mac, have supervisory obligations and rights in respect of members of the Genworth Group ("Governmental Authorities"). The parties agree to cooperate with Governmental Authorities with respect to any review, examination or monitoring, or request for either party's internal information relating to the Company Services and shall share with each other and Governmental Authorities any such information as those Governmental Authorities shall require pursuant to the exercise of their respective supervisory powers or audit rights. In connection with any matter relating to the Company Services that is identified by Governmental Authorities, the parties will, to the extent permitted by law, cooperate to review the matter at the time that it is raised, will consult concerning possible responses and consider jointly any regulatory decision including, where such matter involves a regulatory change mandated, the effect of such decision on the Company Services.

ARTICLE V

COSTS AND DISBURSEMENTS; PAYMENTS

SECTION 5.01 Calculation and Adjustment of Service Charges

(a) Subject to Section 5.01(c), each Recipient shall pay the applicable service charges ("Service Charges") specified in the Schedules to this Agreement for each Service received by such party in accordance with this Article V. Schedule A indicates for each Service whether the charge for such Service will be (i) Direct Bill Charge; or (ii) Overhead Allocation Charge. Without limiting the foregoing, in no event shall Schedule A be modified, except by agreement of the Parties.

(b) Schedules A and B, as applicable, set forth the specific Service Charges for the Services, or the basis for the determination thereof, that shall apply from the date of Closing until December 31, 2022. On or before June 30, 2022, the Genworth Services Manager and the Company Services Manager shall have completed a review of the status of each Service, the anticipated need for such Service by the relevant Recipient in the twelve (12) months following December 31, 2022, and the Provider's costs for delivering the Services. Following such review, the Genworth Services Manager and the Company Services Manager shall jointly determine on behalf of the parties appropriate modifications to the descriptions and quantities of Services (including termination of specific Services) and the related Service Charges to apply in the calendar year beginning January 1, 2023. Such review and modification procedure shall be repeated for each calendar year period of the term thereafter, with the aforementioned review by the Genworth Services Manager and the Company Services Manager to be completed on or before the last day of June of the then-current period to determine the modifications (if any) which shall apply in respect of the next calendar year. The respective Service Managers shall work collaboratively to schedule the Genworth Services to ensure that the Service Charges will not exceed the Genworth Charges Cap described in Section 5.01(c).

(c) The parties acknowledge that the provision of each Service is not part of either Provider's primary business and that the provision of Services by each Provider is intended solely to facilitate the continuity of the Recipient's business operations during the period from the date of Closing until this Agreement terminates or a Service is no longer provided under this Agreement in accordance with the terms of this Agreement. Accordingly, the parties hereto acknowledge and agree that: (i) to the extent that a Service was being provided immediately prior to the date of Closing, the Service Charge in respect of that Service has been and shall continue to be calculated in a manner consistent with past practice, with no markup; (ii) to the extent that a Service had not been provided immediately prior to the date of Closing, the Service Charge in respect of that Service shall be calculated to be Provider's good faith commercially reasonable estimated cost.

(d) Notwithstanding Section 5.01(a) and the Service Charges set forth in Schedule A, in no event will the portion of the Service Charge attributable to Overhead Allocation Service Charges payable by Company to Genworth exceed the amounts set forth in Schedule D (the, "Genworth Charges Cap").

SECTION 5.02 Invoicing and Payment. The Provider of each Service shall issue an invoice to the Recipient quarterly in respect of Services provided in the immediately preceding quarter (which will reflect a pro-rated portion of the relevant Service Charges for that quarter in respect of any Service that commences or terminates during that quarter) and the Recipient shall pay all undisputed amounts under each such invoice within forty five (45) days following its receipt thereof from the Provider. Further, in connection with performance of the Services, the Provider may incur certain out-of-pocket costs (the "Other Costs"), which shall, without duplication, either be paid directly by the Recipient or reimbursed to the Provider by the Recipient; provided that any Other Costs shall only be payable by the Company or Genworth, as the case may be, in accordance with this Section 5.02 if (i) such Other Costs have been authorized in writing by the Company Services Manager (if the Company is the Recipient) or the Genworth Services Manager (if Genworth is the Recipient) prior to having been incurred by the

Provider and (ii) the Recipient receives from the Provider reasonably detailed data and other documentation sufficient to support the calculation of amounts due to the Provider as a result of such Other Costs. Notwithstanding the preceding sentence, a Provider may not receive an advancement for any costs under this Agreement unless such advancement is to pay for a Service and has been authorized in writing by the Company Services Manager (if the Company is the Recipient) or the Genworth Services Manager (if Genworth is the Recipient).

SECTION 5.03 Taxes. The provisions of Section 4.4 of the Master Agreement are incorporated herein and made an integral part of this Agreement.

SECTION 5.04 Transfer Pricing. If either of the parties is required to undertake a transfer pricing study for the purpose of US taxation laws or the parties otherwise agree to undertake a transfer pricing study in respect of any of the Services under this Agreement, the parties agree to share any third party costs of the study in equal proportions.

ARTICLE VI

GENERAL COVENANTS; REPRESENTATIONS AND WARRANTIES

SECTION 6.01 Compliance with Laws. Each of Genworth and the Company shall (and shall ensure that their respective Affiliates shall) comply with all applicable Laws when providing or receiving the Services or when performing obligations under this Agreement. Without limiting the generality of the foregoing, each of Genworth and the Company shall (and shall ensure that their respective Affiliates shall) comply with, and shall take all necessary measures to ensure that (a) its actions (or lack of action) do not result in non-compliance by any party (or their Affiliates), with the provisions of the Privacy Act, HIPAA, Gramm-Leach-Bliley Act, and any similar federal or state legislation and regulations, including the provisions relating to the collection, use, retention and disclosure of Personal Information, (b) the transfer of any information hereunder is in compliance with applicable Laws relating to privacy, export control or other similar matters, (c) upon the earlier of (i) receiving a request from the provider of Personal Information and (ii) when such Personal Information is no longer needed in connection with the provision of the applicable Services, the recipient of such Personal Information shall deliver all such Personal Information to such provider in whatever form (or, at the request of the Provider, all physical copies of such Personal Information shall be destroyed and all electronic copies shall be deleted in a manner that ensures the same may not be retrieved or undeleted), and (d) it shall cooperate with any investigation with respect to a possible breach of applicable Laws relating to privacy.

SECTION 6.02 No Representations and Warranties. Each party acknowledges and agrees that:

(i) the other party is not in the business of providing services such as the Services to third parties;

(ii) each party has agreed to provide its respective Services as an accommodation to the other party; and

(iii) except as otherwise set forth herein, neither party makes any representation or warranty whatsoever regarding the Services or any other matters relating to or arising out of this Agreement (except to the extent that applicable Law does not permit the exclusion of such representation or warranty).

ARTICLE VII

INDEMNIFICATION REGARDING SERVICES; LIMITATION ON LIABILITY

SECTION 7.01 The parties agree that their sole and exclusive remedy pursuant to or in connection with this Agreement shall be a contractual claim for damages, and all other remedies of any description, including equitable remedies, are hereby excluded to the fullest extent permitted by Law.

SECTION 7.02 Nothing in this Agreement shall limit or exclude the liability of either party for: (i) fraud or fraudulent misrepresentation; (ii) where limitation or exclusion is not permitted by Law; or (iii) willful misconduct by the Provider to provide the Services.

SECTION 7.03 Without prejudice to Section 7.01, and notwithstanding anything to the contrary set forth herein, whether or not either party has been advised of the possibility of such damages, neither party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any: loss of profit (whether direct or indirect); loss of goodwill; loss or corruption of data, loss of business; loss of business opportunity; loss of anticipated saving; or for any special, indirect, punitive, consequential, exemplary, statutorily enhanced or similar damages or losses suffered by the other party that arises under or in connection with this Agreement.

SECTION 7.04 Any indemnity contained in this Agreement shall be reduced dollar-for-dollar by any applicable insurance collected by the indemnified party with respect to the claims covered by such indemnity.

SECTION 7.05 Subject to Section 7.01, the total aggregate liability of the Company and the Company Group on the one hand and Genworth and the Genworth Group on the other hand under or in connection with this Agreement, arising under contract, tort, negligence, by statute or otherwise howsoever, shall not exceed the Service Charges paid or payable by the Recipient for the twelve (12) -consecutive-month portion of the term of this Agreement preceding the date of the occurrence of the applicable event, act or omission giving rise to such liability or, if fewer than twelve (12) months have elapsed since the date of this Agreement, then twelve (12) times the average monthly Service Charges paid or payable during the elapsed time since the date of this Agreement.

SECTION 7.06 Indemnification of Each Recipient. Each Provider shall indemnify, defend and hold harmless a Recipient from and against any and all Liabilities that a Recipient may suffer or incur arising out of or in connection with: (i) any allegation that its use of the Services in accordance with this Agreement infringes the intellectual property of a third party and/or (ii) in the event of fraud, fraudulent misrepresentation, gross negligence or willful misconduct on the part of a Provider in connection with its provision of the Services to a Recipient.

SECTION 7.07 Indemnification Procedures. The matters set forth in Sections 6.7 to 6.10of the Master Agreement are and shall be deemed to be incorporated into and made an integral part of this Agreement, with the necessary changes.

SECTION 7.08 Liability for Payment Obligations. Nothing in this Article VII shall be deemed to eliminate or limit, in any respect, Genworth's or the Company's express obligation in this Agreement to pay or reimburse, as applicable, for (a) Service Charges for Services rendered in accordance with this Agreement, (b) Other Costs, (c) amounts in respect of conversion services provided pursuant to Section 2.03 (Additional Support), (d) amounts payable with respect to Consents in accordance with Section 4.01; (e) amounts payable or reimbursable pursuant to Section 10.04 (Books and Records), (f) amounts payable or reimbursable pursuant to Section 10.06 (Regulatory Approval and Compliance), and (g) amounts payable or reimbursable pursuant to Section 10.09 (Assignment; No Third Party Beneficiaries).

SECTION 7.09 Benefit of Agreement. Genworth enters into this Agreement for itself and holds the benefit of this Agreement on trust for its Affiliates and Genworth's and its Affiliates' respective directors, officers and employees and each of the heirs, executors, successors and assigns of the foregoing. The Company enters into this Agreement for itself and holds the benefit of this Agreement on trust for its Affiliates and the Company's and its Affiliates' respective directors, officers and employees and each of the heirs, executors, successors and assigns of the foregoing.

ARTICLE VIII

DISPUTE RESOLUTION

SECTION 8.01 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of Laws principles of the State of Delaware.

SECTION 8.02 Dispute Resolution. If any party claims that any dispute, controversy or claim has arisen out of, or relating to this Agreement (a "Dispute"), that party must give written notice to the other specifying the nature of the Dispute. To the extent not resolved within fifteen (15) Business Days after such a notice is given through discussions between senior representatives of Genworth and the Company, the Dispute shall be resolved in accordance with Article IX of the Master Agreement, which shall be the sole and exclusive procedures for the resolution of any such Dispute.

ARTICLE IX

TERMINATION

SECTION 9.01 Termination

(a) The term of this Agreement shall commence on the date hereof and, shall continue until the earliest of: (a) the date on which the last of the Services as set forth on Schedule A and Schedule B under this Agreement is expired or terminated (each a "Service Termination Date"), or (b) the date on which this Agreement is otherwise terminated as

permitted under this Agreement. This Agreement shall automatically terminate twelve (12) months after the Trigger Date. The date on which the Agreement terminates (in whole) pursuant to its terms is known as the "Agreement Termination Date".

(b) In the event a Recipient expects to require the receipt of a Service after the scheduled discontinuation of such Service in accordance with the terms of this Agreement, the Recipient shall provide written notice (an "Extension Notice") to the Provider not less than 30 days prior to the scheduled discontinuation of such Service.

(c) In the event a Recipient delivers an Extension Notice to a Provider in accordance with Section 9.01(b): for any Extension Notice served by a Recipient for a first extension the provision of the relevant Service(s) may be extended for a time period up to 3 months (or such other time as mutually agreed upon by the parties); for any Extension Notice served by a Recipient for second extension, the provision of the relevant Service(s) may only be extended for such time period mutually agreed upon by the parties; or where the serving of the Extension Notice was required by any delay which arises by the fault of Provider, the provision of the relevant Service(s) shall be extended by such period as may reasonably be required to compensate for such delay; in each case, such period, an "Extension Period".

(d) During an Extension Period, the Standard of Services for each Service shall be the same as were in effect prior to the termination of such Service and the Services Charge for each Service shall be the same as were in effect prior to the termination of each such Service plus any additional costs (e.g. consents, license or other approvals) that are associated with Provider's continued provision of each such Service during an Extension Period.

(e) In addition to and not in limitation of the rights and obligations set forth in Section 10.03, upon the request of the Recipient of a Service,

(i) the Provider of such Service will, during the term of this Agreement during which such Provider is providing such Service to the Recipient, cooperate with the Recipient and use its good faith, commercially reasonable efforts to assist the transition of such Service to the Recipient (or Affiliate of the Recipient or such third-party vendor designated by the Recipient) by the applicable Service Termination Date for such Service or such other termination date as is agreed to by the parties, and

(ii) the Provider of such Service will, for a reasonable period of time after the applicable Service Termination Date of any such Service cooperate with the Recipient and use its good faith, commercially reasonable efforts to assist the transition of such Service to the Recipient (or Affiliate of the Recipient or such third-party vendor designated by the Recipient) as soon as reasonably practicable.

(f) By agreement of the parties, in connection with the transfer or assumption of any Service, the resources associated with providing such Service may be transferred and/or assigned permanently from Provider to the Recipient. Upon assumption of the Service by the Recipient, the Service shall be treated as terminated under the provisions of this Article IX, and the Provider will have no further obligation to provide such Service, and the Recipient will have no obligation to pay any future Service Charges or Other Costs relating to any such Service.

(g) Either party may terminate its obligation to provide or its obligation to receive any of the Services (each, a "Terminated Service") for its convenience and in its absolute discretion by providing, unless otherwise mutually agreed to by the parties in writing, the other party not less than one hundred eighty (180) days prior written notice setting forth the termination date for the Terminated Service, provided however, that the Company may not terminate for convenience any Service that would dismiss or effect a change in the current independent registered public accounting firm of the Company or engage an independent registered public accounting firm for the Company that is different from the independent registered public accounting firm for Genworth. Notwithstanding either party's right to terminate any Service as described above, for so long as Genworth continues using its current general ledger solution and system, Company will continue to use that same solution and system, and for so long as Genworth continues using its current business performance management software solution, Company will continue to use that same software solution for financial planning and analysis purposes. If the Terminated Service is being provided under a Supplier Agreement that cannot be terminated (or cannot be modified or amended to eliminate the expense associated with the delivery of such Service to the Recipient) within the one hundred eighty (180) days of such notice, then the party seeking to terminate the Terminated Service must either (x) provide such additional written notice to coincide with the date such Supplier Agreement terminates (or can be modified or amended to eliminate the expenses associated with the delivery of such Terminated Service to the Recipient), up to an additional one hundred eighty (180) days (for a total not to exceed 360 days prior written notice) or (y) elect to terminate the Terminated Service upon the expiration of the first one hundred eighty (180) day notice period and pay all expenses and any costs incurred by the non-terminating party in connection with any such Supplier Agreements associated with the termination of the Terminated Service upon the expiration of such first one hundred eighty (180) day notice period.

(h) Any notices under this Section 9.01 shall (in addition to the notice requirements in Section 10.05) also be provided in writing if to Genworth, to Genworth's Chief Executive Officer and its Genworth Shared Services Leader, and if to Company, to Company's Chief Executive Officer and its Shared Services Leader.

SECTION 9.02 Effect of Termination. Except with respect to any Service that is continuing to be provided pursuant to Section 9.01(c), after the termination of such Service or pursuant to a requirement to provide transition services, upon termination or expiration of any Service pursuant to this Agreement, the relevant Provider will have no further obligation to provide the terminated Service, and the relevant Recipient will have no obligation to pay any future Service Charges or Other Costs relating to any such Service (other than for or in respect of Services or Undertakings provided in accordance with the terms of this Agreement and received by such Recipient prior to such termination). Upon termination of this Agreement in respect of all Services in accordance with its terms, no Provider will have any further obligation to provide any Service or Undertaking, and no Recipient will have any obligation to pay any Service Charges or Other Costs relating to any Service or Undertaking or make any other payments under this Agreement (other than for or in respect of Services or Undertakings received by such Recipient prior to such termination or rights that may accrue in respect of this Agreement). Any property, Intellectual Property, Confidential Information, or information or other assets owned or

controlled by a party will remain owned or controlled by that party and if any of the foregoing are in the possession of the other party at termination, such asset(s) shall be returned by such other party upon request following termination of the Service or this Agreement, as applicable. Further, all funds and invested assets of a Recipient may only be held for the benefit of such Recipient and will remain the exclusive property of and subject to the control of such Recipient at all times. Notwithstanding the foregoing, a party may retain copies of the foregoing information to the extent such copies are electronically stored pursuant to the Receiving Party's ordinary course backup procedures (including, without limitation, those regarding electronic communication), and otherwise as may be required by applicable Law, so long as such copies are kept confidential as required under this Agreement and are used for no other purpose. For the avoidance of doubt, this Agreement shall not infringe on Genworth's rights to use the Company's Confidential Information as set forth in the Master Agreement.

SECTION 9.03 Survival. Article V (Costs and Disbursements; Payments), Article VII (Indemnification Regarding Services; Limitation on Liability), Article VIII (Dispute Resolution), Section 9.01(c)(ii) (Termination), Section 9.02 (Effect of Termination), Section 9.03 (Survival), and Article X (General Provisions) shall survive the expiration or other termination of this Agreement and remain in full force and effect.

SECTION 9.04 Business Continuity; Force Majeure.

(a) Prior to the Trigger Date, each of Genworth and the Company shall maintain and comply with Genworth's then current disaster recovery and business continuity plans and procedures. On or after the Trigger Date, the Company shall maintain and comply with a reasonable disaster recovery and business continuity plan designed to help ensure that it can continue to provide the Services in accordance with this Agreement in the event of a disaster or other significant event that might otherwise impact its operations. Upon the written request of a Recipient, a Provider shall (i) disclose to the Recipient the Provider's disaster recovery, crisis management and business continuity plans and procedures applicable to a Service and (ii) permit the Recipient to participate in testing of such disaster recovery, crisis management and business continuity plans and procedures, in each case so that the Recipient may assess such plans and procedures and develop or modify its own such plans and procedures in connection with the Service as Recipient reasonably deems necessary.

(b) No party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure; provided, that such party shall have complied fully with the procedures described in its disaster recovery, crisis management, and business continuity plan. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (i) notify the other party of the nature and extent of any such Force Majeure condition and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practical.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01 Independent Contractors. In providing Services hereunder, the Provider shall act solely as an independent contractor and nothing in this Agreement shall constitute or be construed to be or create a partnership, joint venture, employment or principal/agent relationship between the Provider and any of its Affiliates or their respective employees, agents or subcontractors, on the one hand, and the Recipient and any of its Affiliates or their respective employees, agents or subcontractors, on the other. All Persons employed by the Provider or an Affiliate in the performance of its obligations under this Agreement shall be the sole responsibility of the Provider.

SECTION 10.02 Subcontractors. Any Provider or Affiliate may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement upon notice to Recipient; provided that such Provider shall cause such subcontractors to comply with the terms of this Agreement, as applicable, including the Data Security and Cybersecurity Program and Provider shall in all cases remain responsible for all its obligations under this Agreement, including with respect to the scope of the Services, the Standard for Services and the content of the Services provided to the Recipient or an Affiliate of the Recipient. Under no circumstances shall any Recipient or Affiliate be responsible for making any payments directly to any subcontractor engaged by a Provider. The right to audit set out in Section 4.02(c) shall apply in respect of any subcontractors engaged to perform any obligations under this Agreement.

SECTION 10.03 Cooperation; Additional Services.

(a) The requirements of Section 7.1 of the Master Agreement are and shall be deemed to be incorporated and made an integral part of this Agreement.

(b) The parties hereto have made a good faith effort to identify each Service and to complete the content of the Schedules accurately. However, the parties acknowledge and agree that, notwithstanding those efforts, either party hereto may, from time to time during the term of this Agreement, identify a need for additional or other transition services to be provided by or on behalf of the Company or Genworth. The parties hereto agree to negotiate in good faith to provide such additional or other services (provided, that such services are of a type generally provided by the relevant Provider at such time and are not services referred to in Section 2.01(g)) and the applicable Service Charges, payment procedures, and other rights and obligations (including in relation to any Intellectual Property) with respect thereto. To the extent practicable, such additional or other services shall be provided on terms substantially similar to those applicable to Services of similar types and otherwise on terms (including the Standard of Services) consistent with those contained in this Agreement. The parties hereto further acknowledge and agree that any modification of this Agreement or the Schedules to reflect such additional or other services may be made orally or in writing; provided, that any oral modification is later reduced to writing.

SECTION 10.04 Books and Records. All Recipient Data shall be the exclusive property of such Recipient or Affiliate. The Recipient, at its sole cost and expense, shall have the

right to inspect, and make copies of, any such Recipient Data during regular business hours upon reasonable advance notice to the Provider. At the sole cost and expense of the Recipient, upon termination of the provision of any Service, the relevant Recipient Data relating to such terminated Service shall be delivered by the Provider to the Recipient in its existing format or another format, if such other format is mutually agreed upon by the Provider and the Recipient, to the address of the Recipient set forth in Section 10.05 or any other mutually agreed upon location; provided, however, that the Provider shall be entitled to retain one copy of all such Recipient Data relating to such terminated Service for archival purposes and for purposes of responding to any dispute that may arise with respect thereto or to comply with applicable Law.

SECTION 10.05 Notices. All notices, requests, claims, demands and other communications under this Agreement and, to the extent applicable and unless otherwise provided therein shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email with receipt confirmed or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.05):

if to Genworth, to:

Genworth Financial, Inc.
6620 West Broad Street
Richmond, VA 23230
Attention: General Counsel
Phone: 804.662.2574

Email: GNWgeneralcounsel@genworth.com

if to the Company, to:

Enact Holdings, Inc.
8325 Six Forks Rd.
Raleigh, NC 27615
Attention: General Counsel
Email: USMIGeneralCounsel@genworth.com

SECTION 10.06 Regulatory Approval and Compliance. Each of Genworth and the Company shall be responsible for its, and its Affiliates, own compliance with any and all applicable Laws relating to its performance under this Agreement; provided, however, that each of Genworth and the Company shall, subject to reimbursement of out-of-pocket expenses by the requesting party, cooperate and provide one another with all reasonably requested assistance (including the execution of documents and the provision of relevant information) required by the requesting party to ensure compliance with all applicable Laws in connection with any regulatory action, requirement, inquiry or examination related to this Agreement or the Services.

SECTION 10.07 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

SECTION 10.08 Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement (including the Schedules hereto and the herein referenced provisions of the Master Agreement and the Cross License) constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter of this Agreement. Nothing in this Agreement shall be deemed to be an amendment to any Benefit Arrangement sponsored or maintained by any member of the Genworth Group or to prohibit any member of the Genworth Group from adopting, amending, modifying or terminating any Benefit Arrangement sponsored or maintained by any member of the Genworth Group at any time within its sole discretion.

SECTION 10.09 Assignment; No Third-Party Beneficiaries.

(a) Except as otherwise set forth in this Section 10.09, the assignment of this Agreement shall be governed by the provisions of Section 10.8 of the Master Agreement.

(b) The parties hereto agree as follows: (i) in the event the Company sells substantially all of the Company Business (the "Company Divested Unit") to a third party, Genworth shall remain obligated to continue to provide the Genworth Services to such Company Divested Unit (but not otherwise to such third party acquirer) to the extent it was providing such Genworth Services immediately prior to such divestiture, pursuant to the terms of this Agreement, unless otherwise agreed upon by the parties hereto, (ii) in the event Genworth sells substantially all of any Genworth Business (a "Genworth Divested Unit") to a third party, the Company shall remain obligated to continue to provide Company Services to such Genworth Divested Unit (but not otherwise to such third party acquirer) to the extent it was providing such Company Services immediately prior to such divestiture, pursuant to the terms of this Agreement, unless otherwise agreed upon by the parties hereto, (iii) in the event the Company acquires a business or portion thereof by merger, stock purchase, asset purchase, reinsurance or other means (a "Company Acquired Unit"), then Genworth shall be obligated to provide the Genworth Services to such Company Acquired Unit, to the extent applicable, pursuant to the terms of this Agreement, unless otherwise agreed upon by the parties hereto; provided, however, that in the event that the acquisition of a Company Acquired Unit results in a change in the volume or quantity of any Genworth Service which thereby causes a material change in Genworth's cost to provide such Genworth Service, then the requirements of Section 5.01(b) shall apply, (iv) in the event Genworth acquires a business that engages in a business of the type engaged in by the Genworth Businesses (a "Genworth Acquired Unit") then the Company shall be obligated to provide Company Services to such Genworth Acquired Unit, to the extent

applicable, pursuant to the terms of this Agreement, unless otherwise agreed upon by the parties hereto; provided, however, that in the event that the acquisition of a Genworth Acquired Unit results in a change in the volume or quantity of any Company Service which thereby causes a material change in the Company's cost to provide such Company Service, then the parties shall negotiate in good faith and use their commercially reasonable efforts to agree upon a mutually agreeable adjustment to the relevant Service Charges to reflect such material changes.

(c) Notwithstanding the requirements of Section 10.09(a) and 10.09(b) above, Genworth's obligation to provide Services to a Company Divested Unit and the Company's obligation (except under Section 2.01(b) with respect to the Canada Divested Unit) to provide Services to a Genworth Divested Unit shall be subject to (i) at the sole discretion of the Provider of the Services, the implementation of new Service Charges (solely with respect to Services to be provided to such Divested Unit) proposed by the Provider of such Services that are consistent with applicable market rates for such Services; (ii) the seller of such Divested Unit or the third party purchaser of such Divested Unit agreeing (directly with the Provider) to pay, or cause to be paid, any incremental fees or expenses incurred by the Provider in connection with establishing or transitioning the provision of such Services to the third party; (iii) obtaining any consents that are necessary to enable the Provider to provide the Services to the third party; provided, that Genworth and the Company shall each use commercially reasonable efforts to obtain any such consents; (iv) the third party purchaser of such Divested Unit agreeing (directly with the Provider) to any and all reasonable security measures implemented by the Provider in providing the Services as deemed necessary by the Provider to protect its Information Systems; and (v) the third party purchaser of such Divested Unit agreeing in writing (with each of Genworth and the Company) to be bound by all applicable provisions of this Agreement.

(d) This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 10.10 Confidentiality.

(a) Confidential Information. Subject to Section 10.10(c), each party must take the same steps it uses to protect its own Confidential Information, but in no event less than commercially reasonable steps, to ensure that its officers, employees, agents, consultants, contractors and sub-contractors do not, without the other party's permission or where necessary to perform the Services: (a) use any of the other party's Confidential Information; (b) disclose any of the other party's Confidential Information to anyone else; or (c) make copies of materials incorporating any of the other party's Confidential Information.

(b) Terms of this document. Subject to Section 10.10(c), neither party may, without the consent of the other party, disclose the terms of this document to any other person.

(c) Exceptions. A party may disclose or use information, which it would otherwise be prevented from disclosing or using under Section 10.10(a) or Section 10.10(b), where: (i) the disclosure is to an Affiliate; (ii) required to do so by a Governmental Authority, applicable Law or relevant standards of a Government Authority; (iii) or required by the rules of

a stock exchange, but, as far as practicable, must notify the other party in advance of its intention to do so and take such steps as the other party reasonably requires to protect the confidentiality of the information. In addition, the parties acknowledge and agree that because they are Affiliates, the Confidential Information of Recipient may also be part of a Provider's own business records and as such, notwithstanding any other provision in this document to the contrary, during the term of this Agreement and for seven years after the date of termination, a Provider may use Confidential Information of a Recipient to the extent reasonably required by a Provider or any of its Affiliates for any lawful business purpose, including in connection with litigation, disputes, compliance, financial reporting (including financial audits of historical information), regulatory and accounting matters.

(d) Security and privacy. Each party shall implement and maintain technical and physical controls in accordance with the Data Security and Cybersecurity Program to protect the security and integrity of and prevent the theft, loss, damage and unauthorized access, use and disclosure of the other party's Confidential Information and Personal Information. Each party agrees if the Confidential Information includes any Personal Information, to comply with all applicable privacy and data protection laws and any reasonable privacy codes or policies adopted by the party that owns the Confidential Information within a reasonable period of time after they have been provided.

(e) Security Incidents. A party that receives Confidential Information or Personal Information of the other party ("Receiving Party") shall promptly notify the party who disclosed such Confidential Information or Personal Information ("Disclosing Party") of any Security Incident that results in the unauthorized access to, disruption of, or misuse of, the Disclosing Party's Confidential Information or Personal Information or any Information System on which the Disclosing Party's Confidential Information or Personal Information is stored or materially impacts a Providers' operations or Providers' ability to provide the Services in accordance with the Agreement. Notwithstanding the forgoing, a Recipient shall provide notice to a Provider if a Security Incident materially impacts a Recipient's operations or a Recipient's ability to receive the Services, in each case, in accordance with the Agreement. Required notices of a Security Incident if Genworth is the Disclosing Party shall be made to DataSecurityTeam.Genworth@genworth.com and in accordance with the formal notice requirements in this Agreement. Required notices of a Security Incident if the Company is the Disclosing Party shall be made to the Company's Chief Information Security Officer and in accordance with the formal notice requirements in this Agreement. The Receiving Party shall provide such notice following discovery and without unreasonable delay, but in no event later than three days following discovery of the Security Incident, even if not all information required by this Section is then available to the Receiving Party or all actions required by this Section have not been completed by the Receiving Party. If any such information is not available at the time of initial notification or any such activities have not been completed at the time of initial notification, the Receiving Party shall continue all commercially reasonable efforts to obtain such information and complete such activities and report to the Disclosing Party the progress and results of the foregoing. With respect to Security Incidents for which notification must be provided under this Agreement, the Receiving Party shall provide the Disclosing Party with a detailed description of the Security Incident, the type of data that was the subject of the Security

Incident, the name and any other personally identifying information of each affected individual, and any other information the Disclosing Party may reasonably request concerning the Security Incident. The Receiving Party agrees to take action immediately, at its own expense, to (i) investigate the Security Incident, including without limitation its causes and effects, (ii) identify, prevent and mitigate the effects of any such Security Incident, (iii) carry out any action necessary to remedy the cause of the Security Incident and prevent a recurrence, and (iv) inform the Disclosing Party of the progress and results of the foregoing. At the Disclosing Party's option, such action shall include without limitation: (A) Receiving Party's mailing of notices regarding the Security Incident to affected individuals, the content of which shall be subject to Disclosing Party's prior written approval; and/or (B) provision of credit monitoring or other similar service to affected individuals offered by a reputable provider, for a reasonable duration but in no event more than twelve months. Alternatively, the Disclosing Party may undertake either or both of the foregoing actions at Receiving Party's commercially reasonable expense. Receiving Party shall not issue any press release or make any other public filing, report or communication regarding any Security Incident for which notification must be provided under this Agreement without Disclosing Party's prior written approval unless otherwise required by applicable Law, regulation or governmental or judicial order; provided, that in such case the Receiving Party has given the Disclosing Party reasonable advance written notice of the intended disclosure and a reasonable opportunity to seek a protective order or other confidential treatment of the information, each to the extent permitted by law; provided, further, that the disclosure is limited to that required by such applicable law, regulation or governmental or judicial order.

SECTION 10.11 Amendment; Waiver. No provision of this Agreement may be amended or modified except by a written instrument signed by all the parties hereto. Either party hereto may, in its sole discretion, waive any and all rights granted to it in this Agreement; provided, the failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision; provided, further, that no waiver by either party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other preceding or subsequent breach.

SECTION 10.12 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) references to the terms Article, Section, paragraph, and Schedule are references to the Articles, Sections, paragraphs, and Schedules to this Agreement unless otherwise specified, (c) the word "including" and words of similar import shall mean "including, without limitation," (d) provisions shall apply, when appropriate, to successive events and transactions, (e) the table of contents and headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and (f) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

SECTION 10.13 Currency. All references in this Agreement to "dollars" or "$" are expressed in United States currency, unless otherwise specifically indicated.

SECTION 10.14 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email attachment shall be as effective as delivery of a manually executed counterpart of any such Agreement.

SECTION 10.15 No Right to Set-Off. The Recipient shall pay the full amount of costs and disbursements including Other Costs incurred under this Agreement, and shall not set off, counterclaim or otherwise withhold any other amount owed to the Provider on account of any obligation owed by the Provider to the Recipient.

SECTION 10.16 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES AND ANY ADDITIONAL SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SECTION 10.17 Conflicts. To the extent any term or provision of the Master Agreement, or any other document or other agreement executed in connection with transactions contemplated by the Master Agreement, is in conflict with any term or provision of this Agreement or any Schedule hereto, the terms and provisions of this Agreement and the Schedules hereto shall govern solely to the extent of any such conflict. To the extent any term or provision of this Agreement is in conflict with any term or provision of any Schedule hereto, the terms and provisions of the Schedules hereto shall govern solely to the extent of any such conflict.

SIGNATURE PAGE FOLLOWS

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

GENWORTH FINANCIAL, INC.

By: _____

Name:

Title:

ENACT HOLDINGS, INC.

By: _____

Name:

Title:

SCHEDULE A

GENWORTH SERVICES

SCHEDULE A

SCHEDULE B

COMPANY SERVICES

SCHEDULE B

SCHEDULE C

EXCLUDED SERVICES

SCHEDULE C

SCHEDULE D

GENWORTH CHARGES CAP

SCHEDULE D

ENACT HOLDINGS, INC.
2021 OMNIBUS INCENTIVE PLAN

Section 1. Purpose of Plan.

The name of the Plan is the Enact Holdings, Inc. 2021 Omnibus Incentive Plan. The purposes of the Plan are to provide an additional incentive to selected officers, employees, non-employee directors, independent contractors, and consultants of the Company or its Affiliates whose contributions are essential to the growth and success of the business of the Company and its Affiliates, in order to strengthen the commitment of such persons to the Company and its Affiliates, motivate such persons to faithfully and diligently perform their responsibilities and attract and retain competent and dedicated persons whose efforts will result in the long-term growth and profitability of the Company and its Affiliates. To accomplish such purposes, the Plan provides that the Company may grant Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units (including Performance Stock Units), Stock Bonuses, Other Stock-Based Awards, Cash Awards or any combination of the foregoing.

Section 2. Definitions.

For purposes of the Plan, the following terms shall be defined as set forth below:

(a) "Administrator" means the Board, or, if and to the extent the Board does not administer the Plan, the Committee in accordance with Section 3 hereof.

(b) "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

(c) "Award" means any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit (including any Performance Stock Unit), Stock Bonus, Other Stock-Based Award or Cash Award granted under the Plan.

(d) "Award Agreement" means any written or electronic agreement, contract or other instrument or document evidencing an Award, including through electronic medium, which shall contain such terms and conditions with respect to an Award as the Administrator shall determine, consistent with the Plan. Each Participant who is granted an Award shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion.

(e) "Base Price" has the meaning set forth in Section 8(b) hereof.

(f) "Beneficial Owner" (or any variant thereof) has the meaning defined in Rule 13d-3 under the Exchange Act.

(g) "Board" means the Board of Directors of the Company.

(h) "Bylaws" means the amended and restated bylaws of the Company, as may be further amended and/or restated from time to time.

(i) "Cash Award" means an Award granted pursuant to Section 12 hereof.

(j) "Cause" has the meaning assigned to such term in the Award Agreement or in any individual employment, service or severance agreement ("Individual Agreement") with the Participant or, if any such Award Agreement or Individual Agreement does not define "Cause," Cause means (i) the commission of an act of fraud or dishonesty by the Participant in the course of the Participant's employment or service; (ii) the indictment of, or conviction of, or entering of a plea of nolo contendere by, the Participant for a crime constituting a felony or in respect of any act of fraud or dishonesty; (iii) the commission of an act by the Participant which would make the Participant or the Company (including any of its Subsidiaries or Affiliates) subject to being enjoined, suspended, barred or otherwise disciplined for violation of federal or state securities laws, rules or regulations, including a statutory disqualification; (iv) gross negligence or willful misconduct in connection with the performance of the Participant's duties in connection with the Participant's employment by or service to the Company (including any Subsidiary or Affiliate for whom the Participant may be employed by or providing services to at the time) or the Participant's failure to comply with any of the restrictive covenants to which the Participant is subject; (v) the Participant's willful failure to comply with any material policies or procedures of the Company as in effect from time to time, provided that the Participant shall have been delivered a copy of such policies or notice that they have been posted on a Company website prior to such compliance failure; or (vi) the Participant's failure to perform the material duties in connection with the Participant's position, unless the Participant remedies the failure referenced in this clause (vi) no later than ten (10) days following delivery to the Participant of a written notice from the Company (including any of its Subsidiaries or Affiliates) describing such failure in reasonable detail (provided that the Participant shall not be given more than one opportunity in the aggregate to remedy failures described in this clause (vi)).

(k) "Certificate of Incorporation" means the amended and restated certificate of incorporation of the Company, as may be further amended and/or restated from time to time.

(l) "Change in Capitalization" means any (i) merger, consolidation, reclassification, recapitalization, spin-off, spin-out, repurchase or other reorganization or corporate transaction or event; (ii) special or extraordinary dividend or other extraordinary distribution (whether in the form of cash, Common Stock, or other property), stock split, reverse stock split, subdivision or consolidation; (iii) combination or exchange of shares; or (iv) other change in corporate structure, which, in any such case, the Administrator determines, in its sole discretion, affects the Common Stock such that an adjustment pursuant to Section 5 hereof is appropriate.

(m) "Change in Control" means an event set forth in any one of the following paragraphs shall have occurred:

(1) any Person (or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act), excluding any GFI Entity or any group of GFI Entities, is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (I) of paragraph (3) below;

(2) the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board: individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended;

(3) there is consummated a merger or consolidation of the Company or any direct or indirect Subsidiary with any other corporation or other entity, other than (I) a merger or consolidation (A) which results in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, more than fifty percent (50%) of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger or consolidation is then a subsidiary, the ultimate parent thereof, or (II) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities; or

(4) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than (A) a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by shareholders of the Company following the completion of such transaction in substantially the same proportions as their ownership of the Company immediately prior to such sale or (B) a sale or disposition of all or substantially all of the Company's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

Notwithstanding the foregoing, (i) a Change in Control shall not be deemed to have occurred as a result of any transaction or series of integrated transactions following which any GFI Entity (or any group of GFI Entities) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the Company (or any successor thereto), whether through the ownership of voting securities, as trustee or executor, by contract or otherwise,

including, without limitation, the ownership, directly or indirectly, of securities having the power to elect a majority of the Board or the board of directors or similar body governing the affairs of any successor to the Company and (ii) for each Award that constitutes deferred compensation under Section 409A of the Code, and to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, a Change in Control shall be deemed to have occurred under the Plan with respect to such Award only if a change in the ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company shall also be deemed to have occurred under Section 409A of the Code.

(n) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

(o) "Committee" means any committee or subcommittee the Board may appoint to administer the Plan. Subject to the discretion of the Board, the Committee shall be composed entirely of individuals who meet the qualifications of (i) a "non-employee director" within the meaning of Rule 16b-3 and (ii) any other qualifications required by the applicable stock exchange on which the Common Stock is traded. If at any time or to any extent the Board shall not administer the Plan, then the functions of the Administrator specified in the Plan shall be exercised by the Committee. Except as otherwise provided in the Certificate of Incorporation or Bylaws, any action of the Committee with respect to the administration of the Plan shall be taken by a majority vote at a meeting at which a quorum is duly constituted or unanimous written consent of the Committee's members.

(p) "Common Stock" means the common stock, $.01 par value per share, of the Company.

(q) "Company" means Enact Holdings, Inc., a Delaware corporation (or any successor company, except as the term "Company" is used in the definition of "Change in Control" above).

(r) "Disability" has the meaning assigned to such term in the Award Agreement or in any Individual Agreement with the Participant or, if any such Award Agreement or Individual Agreement does not define "Disability," Disability means, with respect to any Participant, that such Participant, as determined by the Administrator in its sole discretion, is (i) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company or an Affiliate thereof.

(s) "Effective Date" has the meaning set forth in Section 20 hereof.

(t) "Eligible Recipient" means an officer, employee, non-employee director, independent contractor or consultant of the Company or any Affiliate of the Company who has been selected as an eligible participant by the Administrator; provided, however, to the extent

required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, an Eligible Recipient of an Option or a Stock Appreciation Right means an employee, non-employee director, independent contractor or consultant of the Company or any Affiliate of the Company with respect to whom the Company is an "eligible issuer of service recipient stock" within the meaning of Section 409A of the Code.

(u) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

(v) "Exercise Price" means, with respect to any Option, the per share price at which a holder of such Option may purchase such shares of Common Stock issuable upon the exercise of such Option.

(w) "Fair Market Value" of Common Stock or another security as of a particular date shall mean the fair market value as determined by the Administrator in its sole discretion; provided, however, that except as otherwise determined by the Administrator, (i) if the Common Stock or other security is admitted to trading on a national securities exchange, the fair market value on any date shall be the closing sale price reported on such date, or if no shares were traded on such date, on the last preceding date for which there was a sale of a share of Common Stock or other security on such exchange, or (ii) if the Common Stock or other security is then traded in an over-the-counter market, the fair market value on any date shall be the average of the closing bid and asked prices for such share of Common Stock or other security in such over-the-counter market for the last preceding date on which there was a sale of such share of Common Stock or other security in such market.

(x) "Free Standing Right" has the meaning set forth in Section 8(a) hereof.

(y) "GFI Entity" means Genworth Financial, Inc., a Delaware corporation and indirect parent of the Company, together with any successor company, and any of its Affiliates.

(z) "Good Reason" has the meaning assigned to such term in the Award Agreement; provided that if no such agreement exists or if such agreement does not define "Good Reason," Good Reason and any provision of the Plan that refers to Good Reason shall not be applicable to such Participant.

(aa) "ISO" means an Option intended to be and designated as an "incentive stock option" within the meaning of Section 422 of the Code.

(bb) "Nonqualified Stock Option" means an Option that is not designated as an ISO.

(cc) "Option" means an option to purchase shares of Common Stock granted pursuant to Section 7 hereof. The term "Option" as used in the Plan includes the terms "Nonqualified Stock Option" and "ISO."

(dd) "Other Stock-Based Award" means an Award granted pursuant to Section 10 hereof.

(ee) "Participant" means any Eligible Recipient selected by the Administrator, pursuant to the Administrator's authority provided for in Section 3 hereof, to receive grants of

Awards, and, upon such Eligible Recipient's death, such Eligible Recipient's successors, heirs, executors and administrators, as the case may be.

(ff) "Performance Goals" means performance goals based on criteria selected by the Administrator in its sole discretion, including, without limitation, one or more of the following criteria: (i) earnings, including one or more of operating income, net operating income, earnings before or after taxes, earnings before or after interest, depreciation, amortization, adjusted EBITDA, economic earnings, or extraordinary or special items or book value per share (which may exclude nonrecurring items); (ii) pre-tax income or after-tax income; (iii) earnings per share (basic or diluted); (iv) operating profit; (v) revenue, revenue growth or rate of revenue growth; (vi) return on assets (gross or net), return on investment, return on capital, or return on equity; (vii) returns on sales or revenues; (viii) operating expenses; (ix) stock price appreciation; (x) cash flow, free cash flow, cash flow return on investment (discounted or otherwise), net cash provided by operations, or cash flow in excess of cost of capital; (xi) implementation or completion of critical projects or processes; (xii) cumulative earnings per share growth; (xiii) operating margin or profit margin; (xiv) stock price, average stock price or total shareholder return; (xv) cost targets, reductions and savings, productivity and efficiencies; (xvi) strategic business criteria, consisting of one or more objectives based on meeting specified market penetration, geographic business expansion, customer satisfaction, employee satisfaction, human resources management, supervision of litigation and information technology goals, and goals relating to acquisitions, divestitures, joint ventures and similar transactions, and budget comparisons; (xvii) personal professional objectives, including any of the foregoing performance goals, the implementation of policies and plans, the negotiation of transactions, the development of long term business goals, formation of joint ventures, research or development collaborations, and the completion of other corporate transactions; and (xviii) any combination of, or a specified increase in, any of the foregoing. Where applicable, the Performance Goals may be expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Company or any Affiliate thereof, or a division or strategic business unit of the Company or any Affiliate thereof, or may be applied to the performance of the Company relative to a market index, a group of other companies or a combination thereof, all as determined by the Administrator. The Performance Goals may include a threshold level of performance below which no payment shall be made (or no vesting shall occur), levels of performance at which specified payments shall be made (or specified vesting shall occur), and a maximum level of performance above which no additional payment shall be made (or at which full vesting shall occur). The Administrator shall have the authority to make equitable adjustments to the Performance Goals as may be determined by the Administrator, in its sole discretion.

(gg) "Performance Stock Unit" means the right, granted pursuant to Section 9 hereof, to receive an amount in cash or Shares (or any combination thereof) equal to the Fair Market Value of a Share subject to certain restrictions (including the achievement of Performance Goals established by the Administrator) that lapse at the end of a specified period or periods.

(hh) "Person" has the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof.

(ii) "Plan" means this Enact Holdings, Inc. 2021 Omnibus Incentive Plan, as may be amended and/or restated from time to time.

(jj) "Related Right" has the meaning set forth in Section 8(a) hereof.

(kk) "Restricted Stock" means Shares granted pursuant to Section 9 hereof subject to certain restrictions that lapse at the end of a specified period or periods.

(ll) "Restricted Stock Unit" means the right, granted pursuant to Section 9 hereof, to receive an amount in cash or Shares (or any combination thereof) equal to the Fair Market Value of a Share subject to certain restrictions that lapse at the end of a specified period or periods.

(mm) "Rule 16b-3" has the meaning set forth in Section 3(a) hereof.

(nn) "Shares" means shares of Common Stock reserved for issuance under the Plan, as adjusted pursuant to the Plan, and any successor (pursuant to a merger, consolidation or other reorganization) security.

(oo) "Stock Appreciation Right" means the right to receive, upon exercise of the right, the applicable amounts as described in Section 8 hereof.

(pp) "Stock Bonus" means a bonus payable in fully vested shares of Common Stock granted pursuant to Section 11 hereof.

(qq) "Subsidiary" means, with respect to any Person, as of any date of determination, any other Person as to which such first Person owns or otherwise controls, directly or indirectly, more than 50% of the voting shares or other similar interests or a sole general partner interest or managing member or similar interest of such other Person.

(rr) "Transfer" has the meaning set forth in Section 18 hereof.

Section 3. Administration.

(a) The Plan shall be administered by the Administrator and shall be administered in accordance with the requirements of Rule 16b-3 under the Exchange Act ("Rule 16b-3"), to the extent applicable.

(b) Pursuant to the terms of the Plan, the Administrator, subject, in the case of any Committee, to any restrictions on the authority delegated to it by the Board, shall have the power and authority, without limitation:

(1) to select those Eligible Recipients who shall be Participants;

(2) to determine whether and to what extent Awards are to be granted hereunder to Participants;

(3) to determine the number of Shares to be covered by each Award granted hereunder;

(4) to determine the terms and conditions, not inconsistent with the terms of the Plan, of each Award granted hereunder (including, but not limited to, (i) the restrictions

applicable to Restricted Stock or Restricted Stock Units and the conditions under which restrictions applicable to such Restricted Stock or Restricted Stock Units shall lapse, (ii) the Performance Goals and periods applicable to Awards, (iii) the Exercise Price of each Option and the Base Price of each Stock Appreciation Right, (iv) the vesting schedule applicable to each Award, (v) the number of Shares or amount of cash or other property subject to each Award and (vi) subject to the requirements of Section 409A of the Code (to the extent applicable), any amendments to the terms and conditions of outstanding Awards, including, but not limited to, extending the exercise period of such Awards and accelerating the vesting schedule of such Awards);

(5) to determine the terms and conditions, not inconsistent with the terms of the Plan, which shall govern all written instruments evidencing Awards;

(6) to determine the Fair Market Value in accordance with the terms of the Plan;

(7) to determine the duration and purpose of leaves of absence which may be granted to a Participant without constituting termination of the Participant's employment or service for purposes of Awards granted under the Plan;

(8) to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall from time to time deem advisable;

(9) to prescribe, amend and rescind rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or qualifying for favorable tax treatment under applicable foreign laws, which rules and regulations may be set forth in an appendix or appendices to the Plan or the applicable Award Agreement; and

(10) to construe and interpret the terms and provisions of the Plan and any Award issued under the Plan (and any Award Agreement relating thereto), and to otherwise supervise the administration of the Plan and to exercise all powers and authorities either specifically granted under the Plan or necessary and advisable in the administration of the Plan.

(c) Notwithstanding the foregoing, but subject to Section 5 hereof, the Company may not, without first obtaining the approval of the Company's shareholders, (i) amend the terms of outstanding Options or Stock Appreciation Rights to reduce the Exercise Price or Base Price, as applicable, of such Options or Stock Appreciation Rights, (ii) cancel outstanding Options or Stock Appreciation Rights in exchange for Options or Stock Appreciation Rights with an Exercise Price or Base Price, as applicable, that is less than the Exercise Price or Base Price of the original Options or Stock Appreciation Rights or (iii) cancel outstanding Options or Stock Appreciation Rights with an Exercise Price or Base Price, as applicable, that is above the current per share stock price, in exchange for cash, property or other securities.

(d) All decisions made by the Administrator pursuant to the provisions of the Plan shall be final, conclusive and binding on all Persons, including the Company and the Participants. The provisions and administration of each Award need not be the same with respect to each Participant. No member of the Board or the Committee, nor any officer or employee of the Company or any Subsidiary thereof acting on behalf of the Board or the Committee, shall be

personally liable for any action, omission, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board or the Committee and each and any officer or employee of the Company and of any Subsidiary thereof acting on their behalf shall, to the maximum extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, omission, determination or interpretation.

(e) The Administrator may, in its sole discretion, delegate its authority, in whole or in part, under this Section 3 (including, but not limited to, its authority to grant Awards under the Plan, other than its authority to grant Awards under the Plan to any Participant who is subject to reporting under Section 16 of the Exchange Act) to one or more officers of the Company, subject to the requirements of applicable law or any stock exchange on which the Shares are traded.

Section 4. Shares Reserved for Issuance; Certain Limitations

(a) The maximum number of shares of Common Stock reserved for issuance under the Plan shall be 4,000,000 shares (subject to adjustment as provided in Section 5), as increased on the first day of each fiscal year of the Company beginning in calendar year 2022 by a number of shares of Common Stock equal to the excess, if any, of (x) 4,000,000 shares of Common Stock, over (y) the number of shares of Common Stock reserved and available for issuance in respect of future grants of Awards under the Plan as of the last day of the immediately preceding fiscal year.

(b) Shares issued under the Plan may, in whole or in part, be authorized but unissued Shares or Shares that shall have been or may be reacquired by the Company in the open market, in private transactions or otherwise. If any Shares subject to an Award are forfeited, cancelled, exchanged or surrendered or if an Award otherwise terminates or expires without a distribution of Shares to the Participant, the Shares with respect to such Award shall, to the extent of any such forfeiture, cancellation, exchange, surrender, termination or expiration, again be available for Awards under the Plan. Shares that are exchanged by a Participant or withheld by the Company as full or partial payment in connection with the exercise of any Option or Stock Appreciation Right under the Plan or the payment of any purchase price with respect to any other Award under the Plan, as well as any Shares exchanged by a Participant or withheld by the Company or any Subsidiary to satisfy the tax withholding obligations related to any Award under the Plan, shall not be available for subsequent Awards under the Plan. In addition, (i) to the extent an Award is denominated in shares of Common Stock, but paid or settled in cash, the number of shares of Common Stock with respect to which such payment or settlement is made shall again be available for grants of Awards pursuant to the Plan and (ii) shares of Common Stock underlying Awards that can only be settled in cash shall not be counted against the aggregate number of shares of Common Stock available for Awards under the Plan.

(c) No Participant who is a non-employee director of the Company shall be granted Awards during any calendar year that, when aggregated with such non-employee director’s cash fees with respect to such calendar year, exceed $750,000 in total value (calculating the value of any such Awards based on the grant date fair value of such Awards for the Company’s financial reporting purposes). The Administrator may make exceptions to increase such limit to $1,000,000 for an individual non-employee director in extraordinary circumstances, such as where a non-employee director serves as the non-executive chairman of the Board or lead

independent director, or as a member of a special litigation or transactions committee of the Board, as the Administrator may determine in its sole discretion, provided that the non-employee director receiving such additional compensation may not participate in the decision to award such compensation involving such non-employee director.

Section 5. Equitable Adjustments.

(a) In the event of any Change in Capitalization (including a Change in Control), an equitable substitution or proportionate adjustment shall be made, in each case, as may be determined by the Administrator, in its sole discretion, in (i) the aggregate number of shares of Common Stock reserved for issuance under the Plan, (ii) the kind and number of securities subject to, and the Exercise Price or Base Price of, any outstanding Options and Stock Appreciation Rights granted under the Plan, (iii) the kind, number and purchase price of shares of Common Stock, or the amount of cash or amount or type of other property, subject to outstanding Restricted Stock, Restricted Stock Units, Stock Bonuses and Other Stock-Based Awards granted under the Plan or (iv) the Performance Goals and performance periods applicable to any Awards granted under the Plan; provided, however, that any fractional shares resulting from the adjustment shall be eliminated. Such other equitable substitutions or adjustments shall be made as may be determined by the Administrator, in its sole discretion.

(b) Without limiting the generality of the foregoing, in connection with a Change in Capitalization (including a Change in Control), the Administrator may provide, in its sole discretion, but subject in all events to the requirements of Section 409A of the Code, for the cancellation of any outstanding Award in exchange for payment in cash or other property having an aggregate Fair Market Value equal to the Fair Market Value of the shares of Common Stock, cash or other property covered by such Award, reduced by the aggregate Exercise Price or Base Price thereof, if any; provided, however, that if the Exercise Price or Base Price of any outstanding Award is equal to or greater than the Fair Market Value of the shares of Common Stock, cash or other property covered by such Award, the Administrator may cancel such Award without the payment of any consideration to the Participant.

(c) The determinations made by the Administrator pursuant to this Section 5 shall be final, binding and conclusive.

Section 6. Eligibility.

The Participants under the Plan shall be selected from time to time by the Administrator, in its sole discretion, from those individuals that qualify as Eligible Recipients.

Section 7. Options.

(a) General. Each Participant who is granted an Option shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, which Award Agreement shall set forth, among other things, the Exercise Price of the Option, the term of the Option and provisions regarding exercisability of the Option, and whether the Option is intended to be an ISO or a Nonqualified Stock Option (and in the event the Award Agreement has no such designation, the Option shall be a Nonqualified Stock Option). More than one Option may be granted to the same Participant and be outstanding

concurrently hereunder. Options granted under the Plan shall be subject to the terms and conditions set forth in this Section 7 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable and set forth in the applicable Award Agreement.

(b) Exercise Price. The Exercise Price of Shares purchasable under an Option shall be determined by the Administrator in its sole discretion at the time of grant, but, except as provided in the applicable Award Agreement, in no event shall the exercise price of an Option be less than one hundred percent (100%) of the Fair Market Value of the related shares of Common Stock on the date of grant.

(c) Option Term. The maximum term of each Option shall be fixed by the Administrator, but no Option shall be exercisable more than ten (10) years after the date such Option is granted. Each Option's term is subject to earlier expiration pursuant to the applicable provisions in the Plan and the Award Agreement.

(d) Exercisability. Each Option shall be exercisable at such time or times and subject to such terms and conditions, including the attainment of Performance Goals, as shall be determined by the Administrator in the applicable Award Agreement. The Administrator may also provide that any Option shall be exercisable only in installments, and the Administrator may waive such installment exercise provisions at any time, in whole or in part, based on such factors as the Administrator may determine in its sole discretion. Notwithstanding anything to the contrary contained herein, an Option may not be exercised for a fraction of a share.

(e) Method of Exercise. Options may be exercised in whole or in part by giving written notice of exercise to the Company specifying the number of whole Shares to be purchased, accompanied by payment in full of the aggregate Exercise Price of the Shares so purchased in cash or its equivalent, as determined by the Administrator. As determined by the Administrator, in its sole discretion, with respect to any Option or category of Options, payment in whole or in part may also be made (i) by means of consideration received under any cashless exercise procedure approved by the Administrator (including the withholding of Shares otherwise issuable upon exercise), (ii) in the form of unrestricted Shares already owned by the Participant which have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option shall be exercised, (iii) any other form of consideration approved by the Administrator and permitted by applicable law or (iv) any combination of the foregoing.

(f) ISOs. The terms and conditions of ISOs granted hereunder shall be subject to the provisions of Section 422 of the Code and the terms, conditions, limitations and administrative procedures established by the Administrator from time to time in accordance with the Plan. At the discretion of the Administrator, ISOs may be granted only to an employee of the Company, its "parent corporation" (as such term is defined in Section 424(e) of the Code) or a Subsidiary of the Company. All of the shares of Common Stock reserved for issuance under the Plan pursuant to Section 4(a) hereof (subject to adjustment as provided in Section 5 hereof) may be granted as ISOs.

(i) ISO Grants to 10% Stockholders. Notwithstanding anything to the contrary in the Plan, if an ISO is granted to a Participant who owns shares representing more than ten percent (10%) of the voting power of all classes of shares of the Company, its "parent corporation" (as such term is defined in Section 424(e) of the Code) or a Subsidiary of the Company, the term of the ISO shall not exceed five (5) years from the time of grant of such ISO and the Exercise Price shall be at least one hundred and ten percent (110%) of the Fair Market Value of the Shares on the date of grant.

(ii) $100,000 Per Year Limitation For ISOs. To the extent the aggregate Fair Market Value (determined on the date of grant) of the Shares for which ISOs are exercisable for the first time by any Participant during any calendar year (under all plans of the Company) exceeds $100,000, such excess ISOs shall be treated as Nonqualified Stock Options.

(iii) Disqualifying Dispositions. Each Participant awarded an ISO under the Plan shall notify the Company in writing immediately after the date the Participant makes a "disqualifying disposition" of any Share acquired pursuant to the exercise of such ISO. A "disqualifying disposition" is any disposition (including any sale) of such Shares before the later of (i) two years after the date of grant of the ISO and (ii) one year after the date the Participant acquired the Shares by exercising the ISO. The Company may, if determined by the Administrator and in accordance with procedures established by it, retain possession of any Shares acquired pursuant to the exercise of an ISO as agent for the applicable Participant until the end of the period described in the preceding sentence, subject to complying with any instructions from such Participant as to the sale of such Shares.

(g) Rights as Stockholder. Except as provided in the applicable Award Agreement, a Participant shall have no rights to dividends, dividend equivalents or distributions or any other rights of a stockholder with respect to the Shares subject to an Option until the Participant has given written notice of the exercise thereof, has paid in full for such Shares and has satisfied the requirements of Section 17 hereof.

(h) Termination of Employment or Service. In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Options, such Options shall be exercisable at such time or times and subject to such terms and conditions as set forth in the Award Agreement.

(i) Other Change in Employment or Service Status. An Option shall be affected, both with regard to vesting schedule and termination, by leaves of absence, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment status or service status of a Participant, in the discretion of the Administrator.

Section 8. Stock Appreciation Rights.

(a) General. Stock Appreciation Rights may be granted either alone ("Free Standing Rights") or in conjunction with all or part of any Option granted under the Plan ("Related Rights"). Related Rights may be granted either at or after the time of the grant of such Option. The Administrator shall determine the Eligible Recipients to whom, and the time or times at

which, grants of Stock Appreciation Rights shall be made, the number of Shares to be awarded, the Base Price, and all other conditions of Stock Appreciation Rights. Notwithstanding the foregoing, no Related Right may be granted for more Shares than are subject to the Option to which it relates. Stock Appreciation Rights granted under the Plan shall be subject to the following terms and conditions set forth in this Section 8 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable, as set forth in the applicable Award Agreement.

(b) Base Price. Except as provided in the applicable Award Agreement, each Stock Appreciation Right shall be granted with a base price that is not less than one hundred percent (100%) of the Fair Market Value of the related shares of Common Stock on the date of grant (such amount, the "Base Price").

(c) Rights as Stockholder. Except as provided in the applicable Award Agreement, a Participant shall have no rights to dividends, dividend equivalents or distributions or any other rights of a stockholder with respect to the Shares, if any, subject to a Stock Appreciation Right until the Participant has given written notice of the exercise thereof and has satisfied the requirements of Section 17 hereof.

(d) Exercisability.

(1) Stock Appreciation Rights that are Free Standing Rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator in the applicable Award Agreement.

(2) Stock Appreciation Rights that are Related Rights shall be exercisable only at such time or times and to the extent that the Options to which they relate shall be exercisable in accordance with the provisions of Section 7 hereof and this Section 8.

(e) Consideration Upon Exercise.

(1) Upon the exercise of a Free Standing Right, the Participant shall be entitled to receive up to, but not more than, that number of Shares equal in value to (i) the excess of the Fair Market Value of a share of Common Stock as of the date of exercise over the Base Price per share specified in the Free Standing Right, multiplied by (ii) the number of Shares in respect of which the Free Standing Right is being exercised.

(2) A Related Right may be exercised by a Participant by surrendering the applicable portion of the related Option. Upon such exercise and surrender, the Participant shall be entitled to receive up to, but not more than, that number of Shares equal in value to (i) the excess of the Fair Market Value of a share of Common Stock as of the date of exercise over the Exercise Price specified in the related Option, multiplied by (ii) the number of Shares in respect of which the Related Right is being exercised. Options which have been so surrendered, in whole or in part, shall no longer be exercisable to the extent the Related Rights have been so exercised.

(3) Notwithstanding the foregoing, the Administrator may determine to settle the exercise of a Stock Appreciation Right in cash (or in any combination of Shares and cash).

(f) Termination of Employment or Service.

(1) In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Free Standing Rights, such rights shall be exercisable at such time or times and subject to such terms and conditions as set forth in the Award Agreement.

(2) In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Related Rights, such rights shall be exercisable at such time or times and subject to such terms and conditions as set forth in the related Options.

(g) Term.

(1) The term of each Free Standing Right shall be fixed by the Administrator, but no Free Standing Right shall be exercisable more than ten (10) years after the date such right is granted.

(2) The term of each Related Right shall be the term of the Option to which it relates, but no Related Right shall be exercisable more than ten (10) years after the date such right is granted.

(h) Other Change in Employment or Service Status. Stock Appreciation Rights shall be affected, both with regard to vesting schedule and termination, by leaves of absence, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment status or service status of a Participant, in the discretion of the Administrator.

Section 9. Restricted Stock and Restricted Stock Units.

(a) General. Restricted Stock and Restricted Stock Units (including Performance Stock Units) may be issued under the Plan. The Administrator shall determine the Eligible Recipients to whom, and the time or times at which, Restricted Stock or Restricted Stock Units shall be made; the number of Shares to be awarded; the price, if any, to be paid by the Participant for the acquisition of Restricted Stock or Restricted Stock Units; the period of time prior to which Restricted Stock or Restricted Stock Units become vested and free of restrictions on Transfer (the "Restricted Period"); the Performance Goals (if any); and all other conditions of the Restricted Stock and Restricted Stock Units. If the restrictions, Performance Goals and/or conditions established by the Administrator are not attained, a Participant shall forfeit the Participant's Restricted Stock or Restricted Stock Units, in accordance with the terms of the grant.

(b) Awards and Certificates.

(1) Except as otherwise provided in Section 9(b)(3) hereof, (i) each Participant who is granted an Award of Restricted Stock may, in the Company's sole discretion, be issued a stock certificate in respect of such Restricted Stock; and (ii) any such certificate so issued shall be registered in the name of the Participant, and shall bear an appropriate legend

referring to the terms, conditions, and restrictions applicable to any such Award. The Company may require that the stock certificates, if any, evidencing Restricted Stock granted hereunder be held in the custody of the Company until the restrictions thereon shall have lapsed, and that, as a condition of any award of Restricted Stock, the Participant shall have delivered a stock transfer form, endorsed in blank, relating to the Shares covered by such award. Certificates for shares of unrestricted Common Stock may, in the Company's sole discretion, be delivered to the Participant only after the Restricted Period has expired without forfeiture in respect of such Restricted Stock.

(2) With respect to an Award of Restricted Stock Units to be settled in Shares, at the expiration of the Restricted Period, stock certificates in respect of the shares of Common Stock underlying such Restricted Stock Units may, in the Company's sole discretion, be delivered to the Participant, or the Participant's legal representative, in a number equal to the number of shares of Common Stock underlying the Award of Restricted Stock Units.

(3) Notwithstanding anything in the Plan to the contrary, any Restricted Stock or Restricted Stock Units to be settled in Shares (at the expiration of the Restricted Period) may, in the Company's sole discretion, be issued in uncertificated form.

(4) Further, notwithstanding anything in the Plan to the contrary, with respect to Restricted Stock Units, at the expiration of the Restricted Period, Shares (either in certificated or uncertificated form) or cash, as applicable, shall promptly be issued to the Participant, unless otherwise deferred in accordance with procedures established by the Company in accordance with Section 409A of the Code, and such issuance or payment shall in any event be made no later than March 15th of the calendar year following the year of vesting or within such other period as is required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code.

(c) Restrictions and Conditions. The Restricted Stock and Restricted Stock Units granted pursuant to this Section 9 shall be subject to the following restrictions and conditions and any additional restrictions or conditions as determined by the Administrator at the time of grant or, subject to Section 409A of the Code where applicable, thereafter:

(1) The Award Agreement may provide for the lapse of restrictions in installments and may accelerate or waive such restrictions in whole or in part based on such factors and such circumstances as set forth in the Award Agreement, including, but not limited to, the attainment of certain performance related goals, the Participant's termination of employment or service with the Company or any Affiliate thereof, or the Participant's death or Disability. Notwithstanding the foregoing, upon a Change in Control, the outstanding Awards shall be subject to Section 13 hereof.

(2) Except as provided in the applicable Award Agreement, the Participant shall generally have the rights of a stockholder of the Company with respect to shares of Restricted Stock during the Restricted Period, including the right to vote such shares and to receive any dividends declared with respect to such shares; provided, however, that except as provided in the applicable Award Agreement, any dividends declared during the Restricted Period with respect to such shares shall only become payable if (and to the extent) the underlying Restricted Shares vest. Except as provided in the applicable Award Agreement, the Participant

shall generally not have the rights of a stockholder with respect to shares of Common Stock subject to Restricted Stock Units during the Restricted Period; provided, however, that, subject to Section 409A of the Code, an amount equal to any dividends declared during the Restricted Period with respect to the number of shares of Common Stock covered by Restricted Stock Units may, to the extent set forth in an Award Agreement, be provided to the Participant either currently or at the time (and to the extent) that shares of Common Stock in respect of the related Restricted Stock Units are delivered to the Participant.

(d) Termination of Employment or Service. The rights of Participants granted Restricted Stock or Restricted Stock Units upon termination of employment or service with the Company and all Affiliates thereof for any reason during the Restricted Period shall be set forth in the Award Agreement.

(e) Form of Settlement. The Administrator reserves the right in its sole discretion to provide (either at or after the grant thereof) that any Restricted Stock Unit represents the right to receive the amount of cash per unit that is determined by the Administrator in connection with the Award.

Section 10. Other Stock-Based Awards.

Other forms of Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including but not limited to dividend equivalents, may be granted either alone or in addition to other Awards (other than, in the case of dividend equivalents, in connection with Options or Stock Appreciation Rights) under the Plan. Any dividend or dividend equivalent awarded hereunder shall be subject to the same restrictions, conditions and risks of forfeiture as the underlying Awards and, except as provided in the applicable Award Agreement, shall only become payable if (and to the extent) the underlying Awards vest. Subject to the provisions of the Plan, the Administrator shall have sole and complete authority to determine the individuals to whom and the time or times at which such Other Stock-Based Awards shall be granted, the number of shares of Common Stock to be granted pursuant to such Other Stock-Based Awards, or the manner in which such Other Stock-Based Awards shall be settled (e.g., in shares of Common Stock, cash or other property), or the conditions to the vesting and/or payment or settlement of such Other Stock-Based Awards (which may include, but not be limited to, achievement of performance criteria) and all other terms and conditions of such Other Stock-Based Awards.

Section 11. Stock Bonuses.

In the event that the Administrator grants a Stock Bonus, the Shares constituting such Stock Bonus shall, as determined by the Administrator, be evidenced in uncertificated form or by a book entry record or a certificate issued in the name of the Participant to whom such grant was made and delivered to such Participant as soon as practicable after the date on which such Stock Bonus is payable.

Section 12. Cash Awards.

The Administrator may grant Awards that are payable solely in cash, as deemed by the Administrator to be consistent with the purposes of the Plan, and such Cash Awards shall be

subject to the terms, conditions, restrictions and limitations determined by the Administrator, in its sole discretion, from time to time. Cash Awards may be granted with value and payment contingent upon the achievement of Performance Goals.

Section 13. Change in Control Provisions.

Except as provided in the applicable Award Agreement, in the event that (a) a Change in Control occurs and (b) either (x) an outstanding Award is not assumed or substituted in connection therewith or (y) an outstanding Award is assumed or substituted in connection therewith and the Participant's employment or service is terminated by the Company, its successor or an Affiliate thereof without Cause or by the Participant for Good Reason (if applicable) on or after the effective date of the Change in Control but prior to twelve (12) months following the Change in Control, then:

(a) any unvested or unexercisable portion of any Award carrying a right to exercise shall become fully vested and exercisable; and

(b) the restrictions, deferral limitations, payment conditions and forfeiture conditions applicable to an Award granted under the Plan shall lapse and such Awards shall be deemed fully vested and any performance conditions imposed with respect to such Awards shall be deemed to be achieved at the greater of target and actual performance levels.

For purposes of this Section 13, an outstanding Award shall be considered to be assumed or substituted for if, following the Change in Control, the Award remains subject to the same terms and conditions that were applicable to the Award immediately prior to the Change in Control except that, if the Award related to Shares, the Award instead confers the right to receive common stock of the acquiring entity (or such other security or entity as may be determined by the Administrator, in its sole discretion, pursuant to Section 5 hereof).

Section 14. Voting Proxy

The Company reserves the right to require the Participant, to the fullest extent permitted by applicable law, to appoint such Person as shall be determined by the Administrator in its sole discretion as the Participant's proxy with respect to all applicable unvested Awards of which the Participant may be the record holder of from time to time to (A) attend all meetings of the holders of the shares of Common Stock, with full power to vote and act for the Participant with respect to such Awards in the same manner and extent that the Participant might were the Participant personally present at such meetings, and (B) execute and deliver, on behalf of the Participant, any written consent in lieu of a meeting of the holders of the shares of Common Stock in the same manner and extent that the Participant might but for the proxy granted pursuant to this sentence.

Section 15. Amendment and Termination.

The Administrator may amend, alter or terminate the Plan, but no amendment, alteration, or termination shall be made that would impair the rights of a Participant under any outstanding Award without such Participant's consent. Unless the Board determines otherwise, the Board shall obtain approval of the Company's stockholders for any amendment to the Plan that would

require such approval in order to satisfy any rules of the stock exchange on which the Common Stock is traded or other applicable law. The Administrator may amend the terms of any outstanding Award, prospectively or retroactively, but, subject to Section 5 hereof and the immediately preceding sentence, no such amendment shall impair the rights of any Participant without the Participant's consent; provided that the Administrator may amend the terms of any such Award to take effect retroactively or otherwise, as deemed necessary or advisable for the purpose of conforming the Award to any applicable law, government regulation or stock exchange listing requirement relating to such Award (including, but not limited to, Section 409A of the Code), and by accepting an Award under this Plan, the Participant thereby agrees to any amendment made pursuant to this Section 14 to such Award (as determined by the Administrator) without further consideration or action.

Section 16. Unfunded Status of Plan.

The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company.

Section 17. Withholding Taxes.

Each Participant shall, no later than the date as of which the value of an Award first becomes includible in the gross income of such Participant for purposes of applicable taxes, pay to the Company, or make arrangements satisfactory to the Company regarding payment of, an amount in respect of such taxes up to the maximum statutory rates in the Participant's applicable jurisdiction with respect to the Award, as determined by the Company. The obligations of the Company under the Plan shall be conditional on the making of such payments or arrangements, and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to such Participant. Whenever cash is to be paid pursuant to an Award, the Company shall have the right to deduct therefrom an amount sufficient to satisfy any applicable withholding tax requirements related thereto as determined by the Company. Whenever Shares or property other than cash are to be delivered pursuant to an Award, the Company shall have the right to require the Participant to remit to the Company in cash an amount sufficient to satisfy any related taxes to be withheld and applied to the tax obligations as determined by the Company; provided, that, with the approval of the Administrator, a Participant may satisfy the foregoing requirement by either (i) electing to have the Company withhold from such delivery Shares or other property, as applicable, or (ii) by delivering already owned unrestricted shares of Common Stock, in each case, having a value not exceeding the applicable taxes to be withheld and applied to the tax obligations as determined by the Company. Such withheld Shares or other property or already owned and unrestricted shares of Common Stock shall be valued at their Fair Market Value on the date on which the amount of tax to be withheld is determined and any fractional share amounts resulting therefrom shall be settled in cash. Such an election may be made with respect to all or any portion of the Shares to be delivered pursuant to an award. The Company may also use any other method of obtaining the necessary payment or proceeds, as permitted by law, to satisfy its withholding obligation with respect to any Award as determined by the Company.

Section 18. Transfer of Awards.

Until such time as the Awards are fully vested and/or exercisable in accordance with the Plan or an Award Agreement, no purported sale, assignment, mortgage, hypothecation, transfer, charge, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any Award or any agreement or commitment to do any of the foregoing (each, a "Transfer") by any holder thereof in violation of the provisions of the Plan or an Award Agreement will be valid, except with the prior written consent of the Administrator, which consent may be granted or withheld in the sole discretion of the Administrator. Any purported Transfer of an Award or any economic benefit or interest therein in violation of the Plan or an Award Agreement shall be null and void ab initio, and shall not create any obligation or liability of the Company, and any Person purportedly acquiring any Award or any economic benefit or interest therein transferred in violation of the Plan or an Award Agreement shall not be entitled to be recognized as a holder of any shares of Common Stock or other property underlying such Award. Unless otherwise determined by the Administrator in accordance with the provisions of the immediately preceding sentence, an Option or Stock Appreciation Right may be exercised, during the lifetime of the Participant, only by the Participant or, during any period during which the Participant is under a legal disability, by the Participant's guardian or legal representative.

Section 19. Continued Employment or Service.

Neither the adoption of the Plan nor the grant of an Award hereunder shall confer upon any Eligible Recipient any right to continued employment or service with the Company or any Affiliate thereof, as the case may be, nor shall it interfere in any way with the right of the Company or any Affiliate thereof to terminate the employment or service of any of its Eligible Recipients at any time.

Section 20. Effective Date.

The Plan was adopted and approved on [●], 2021 and became effective on [●], 2021 (the "Effective Date").

Section 21. Term of Plan.

No Award shall be granted pursuant to the Plan on or after the tenth anniversary of the Effective Date, but Awards theretofore granted may extend beyond that date.

Section 22. Securities Matters and Regulations.

(a) Notwithstanding anything herein to the contrary, the obligation of the Company to sell or deliver Common Stock with respect to any Award granted under the Plan shall be subject to all applicable laws, rules and regulations, including all applicable federal and state securities laws, the receipt of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Administrator and the listing requirements of any securities exchange on which the Shares are traded. The Administrator may require, as a condition of the issuance and delivery of certificates evidencing shares of Common Stock pursuant to the terms hereof, that the

recipient of such shares make such agreements and representations, and that such certificates bear such legends, as the Administrator, in its sole discretion, deems necessary or advisable.

(b) Each Award is subject to the requirement that, if at any time the Administrator determines that the listing, registration or qualification of Common Stock issuable pursuant to the Plan is required by any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the grant of an Award or the issuance of Common Stock, no such Award shall be granted or payment made or Common Stock issued, in whole or in part, unless such listing, registration, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Administrator.

(c) In the event that the disposition of Common Stock acquired pursuant to the Plan is not covered by a then current registration statement under the Securities Act and is not otherwise exempt from such registration, such Common Stock shall be restricted against transfer to the extent required by the Securities Act or regulations thereunder, and the Administrator may require a Participant receiving Common Stock pursuant to the Plan, as a condition precedent to receipt of such Common Stock, to represent to the Company in writing that the Common Stock acquired by such Participant is acquired for investment only and not with a view to distribution.

Section 23. Notification of Election Under Section 83(b) of the Code.

If any Participant shall, in connection with the acquisition of shares of Common Stock under the Plan, make the election permitted under Section 83(b) of the Code, such Participant shall notify the Company of such election within ten (10) days after filing notice of the election with the Internal Revenue Service.

Section 24. No Fractional Shares.

No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan. The Administrator shall determine whether cash, other Awards, or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

Section 25. Beneficiary.

A Participant may file with the Administrator a written designation of a beneficiary on such form as may be prescribed by the Administrator and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Participant, the executor or administrator of the Participant's estate shall be deemed to be the Participant's beneficiary.

Section 26. Paperless Administration.

In the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Participant may be permitted through the use of such an automated system.

Section 27. Severability.

If any provision of the Plan is held to be invalid or unenforceable, the other provisions of the Plan shall not be affected but shall be applied as if the invalid or unenforceable provision had not been included in the Plan.

Section 28. Clawback.

Notwithstanding any other provisions in this Plan, any Award which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

Section 29. Section 409A of the Code.

The Plan as well as payments and benefits under the Plan are intended to be exempt from, or to the extent subject thereto, to comply with Section 409A of the Code, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted in accordance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Participant shall not be considered to have terminated employment or service with the Company for purposes of the Plan and no payment shall be due to the Participant under the Plan or any Award until the Participant would be considered to have incurred a "separation from service" from the Company and its Affiliates within the meaning of Section 409A of the Code. Any payments described in the Plan that are due within the "short term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise. Notwithstanding anything to the contrary in the Plan, to the extent that any Awards (or any other amounts payable under any plan, program or arrangement of the Company or any of its Affiliates) are payable upon a separation from service and such payment would result in the imposition of any individual tax and penalty interest charges imposed under Section 409A of the Code, the settlement and payment of such awards (or other amounts) shall instead be made on the first business day after the date that is six (6) months following such separation from service (or upon the Participant's death, if earlier). Each amount to be paid or benefit to be provided under this Plan shall be construed as a separate identified payment for purposes of Section 409A of the Code. The Administrator shall have the sole authority to make any accelerated distributions permissible under Treas. Reg. Section 1.409A-3(j)(4) to Participants with respect to any deferred amounts, provided that such distributions meets the requirements of Treas. Reg. Section 1.409A-3(j)(4). The Company makes no representation that any or all of the payments or benefits described in this Plan will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the Code.

Section 30. Governing Law.

The Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state.

Section 31. Titles and Headings.

The titles and headings of the sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

Section 32. Successors.

The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company.

Section 33. Relationship to Other Benefits.

No payment pursuant to the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare, or other benefit plan of the Company or any Affiliate except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement, dated as of [_____], 20[__] (this "Agreement"), is entered into between Enact Holdings, Inc., a Delaware corporation (the "Company"), and [_____] ("Indemnitee").

WHEREAS, it is essential to the Company to attract and retain as directors and officers the most capable persons available;

WHEREAS, Indemnitee is a director and/or officer of the Company;

WHEREAS, both the Company and Indemnitee recognize the risk of litigation and other claims being asserted against directors and officers of public companies;

WHEREAS, the Company's Amended and Restated By-Laws, as amended from time to time (the "By-Laws"), require the Company to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law and Indemnitee has been serving and continues to serve as a director and/or officer of the Company, in part, in reliance on such By-Laws;

WHEREAS, uncertainties as to the availability of indemnification may increase the risk that the Company will be unable to attract and retain as directors and officers the most capable persons available;

WHEREAS, the board of directors of the Company (the "Board") has determined that enhancing the ability of the Company to attract and retain highly qualified persons as its directors and officers is in the best interests of the Company and its stockholders, and that the Company therefore should act to assure such persons that there will be increased certainty of protection through insurance, indemnification and other provisions against risks of claims and actions against them arising out of their service as directors and/or officers of the Company;

WHEREAS, in recognition of Indemnitee's need for protection against personal liability in order to enhance Indemnitee's continued service to the Company in an effective manner, in recognition of Indemnitee's reliance on the By-Laws and, in part, to provide Indemnitee with specific contractual assurance that the protection promised by the By-Laws will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of such By-Laws or change in the composition of the Board or acquisition transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent (whether partial or complete) permitted by law and as set forth in this Agreement, and for the continued coverage of Indemnitee under the directors' and officers' liability insurance policy of the Company; and

WHEREAS, it is in the best interests of the Company and its stockholders for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, Indemnitee to the fullest extent permitted by applicable law so that Indemnitee will serve or continue to serve the Company free from undue concern for unpredictable, inappropriate or unreasonable legal risks and personal liabilities by reason of Indemnitee acting in good faith in

the performance of Indemnitee's duties to the Company; and Indemnitee desires to serve or continue to serve the Company as a director and/or officer provided, and on the express condition, that Indemnitee is furnished with the indemnity and protections set forth herein.

NOW, THEREFORE, in consideration of the premises and of Indemnitee's agreement to serve or continue to serve the Company as a director and/or officer directly or, at its request, of another enterprise, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain Definitions. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement:

(a) Change in Control: shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than (A) Genworth Financial, Inc. and its affiliates, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or (C) a corporation or other entity owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of shares of common stock of the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 15% or more of the total voting power represented by the Company's then-outstanding Voting Securities, or (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board and any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the effective date of a merger or consolidation of the Company with any other entity other than a merger or consolidation that would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 51% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all of the Company's assets. A "Change in Control" will not be deemed to have occurred for purposes of this Agreement until the transaction (or series of transactions) that would otherwise be considered a "Change in Control" closes.

(b) Claim: means any actual, threatened, asserted, pending or completed action, suit or proceeding, whether civil, criminal, regulatory, administrative, investigative or other, including any arbitration or other alternative dispute resolution mechanism, or any appeal of any kind thereof, or any inquiry or investigation, whether

instituted by (or in the right of) the Company or any governmental agency or any other person or entity, in which Indemnitee was, is, may be or will be involved as a party, witness or otherwise.

(c) Disinterested Director: means a director of the Company who is not or was not a party to the particular Claim for which Indemnitee is seeking indemnification.

(d) ERISA: means the Employee Retirement Income Security Act of 1974, as amended.

(e) Expenses: include, without limitation, reasonable attorneys' fees and all other reasonable direct or indirect costs, expenses and disbursements (including, without limitation, experts' fees, court costs, retainers, travel expenses, appeal bond premiums, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier or delivery service charges), paid or incurred in connection with investigating, prosecuting, defending, settling, arbitrating, being a witness in or participating in (including on appeal), or preparing to investigate, prosecute, defend, settle, arbitrate, be a witness in or participate in, any Claim relating to any Indemnifiable Event, and shall include (without limitation) all reasonable attorneys' fees and all other reasonable expenses incurred by or on behalf of an Indemnitee in connection with preparing and submitting any requests or statements for indemnification, advancement or any other right provided by this Agreement (including, without limitation, such fees or expenses incurred in connection with legal proceedings contemplated by Section 2(e) hereof). Expenses shall not include the amount of damages, judgments, fines, penalties, ERISA excise taxes or amounts paid in settlement.

(f) Indemnifiable Amounts: means (i) any and all liabilities, Expenses, damages, judgments, fines, penalties, ERISA excise taxes and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such liabilities, Expenses, damages, judgments, fines, penalties, ERISA excise taxes or amounts paid in settlement) arising out of or resulting from any Claim relating to an Indemnifiable Event, (ii) any liability pursuant to a loan guaranty or otherwise, for any indebtedness of the Company or any subsidiary of the Company, including, without limitation, any indebtedness which the Company or any subsidiary of the Company has assumed, and (iii) any liabilities which an Indemnitee incurs as a result of acting on behalf of the Company (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the United States Internal Revenue Service, penalties assessed by the United States Department of Labor, restitutions to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise). To the fullest extent permitted by law,

Indemnifiable Amounts shall include any punitive, special or exemplary damages, and the multiple portion of a multiplied damages award.

(g) Indemnifiable Event: means any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the fact that Indemnitee is or was (or agreed to serve as) a director and/or officer or fiduciary of the Company, or is or was serving (or agreed to serve) at the request of the Company as a director, officer, employee, manager, member, partner, tax matter partner, trustee, agent, fiduciary or in a similar capacity, of or for another company, corporation, limited liability company, partnership, joint venture, employee benefit plan, trust or other entity or enterprise, or by reason of anything done or not done by Indemnitee in any such capacity (in all cases whether or not Indemnitee is acting or serving in any such capacity or has such status at the time any Indemnifiable Amount is incurred for which indemnification, advancement or any other right can be provided by this Agreement). The term "Company," where the context requires when used in this Agreement, may be construed to include such other company, corporation, limited liability company, partnership, joint venture, employee benefit plan, trust or other entity or enterprise. Service by Indemnitee shall be deemed to be at the request of the Company if Indemnitee serves or served in any such capacity at (i) any direct or indirect majority-owned subsidiary of the Company, or (ii) any joint venture of which at least 25% of the voting power or equity interest is or was owned directly or indirectly by the Company, or the management of which is or was controlled directly or indirectly by the Company. By entering into this Agreement, Indemnitee is deemed to be serving at the request of the Company, and the Company is deemed to be requesting such service. With respect to service at any such subsidiary or joint venture (and subject, in the case of a joint venture, to any indemnification arrangements agreed to by the joint venture parties) the subsidiary or joint venture shall be the indemnitor of first resort and any obligation of the Company to provide indemnification or advancement under this Agreement shall be secondary).

(h) Indemnitee-Related Entity: means any company, corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise (other than the Company or any other company, corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise Indemnitee has agreed, on behalf of the Company or at the Company's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described in this Agreement) from whom an Indemnitee may be entitled to indemnification or advancement of Expenses with respect to which, in whole or in part, the Company may also have an indemnification or advancement obligation.

(i) Independent Legal Counsel: means an attorney or firm of attorneys (following a Change in Control selected in accordance with the provisions of Section 3 hereof) who or which is experienced in matters of corporate law and who or which shall

not have otherwise performed services for the Company or Indemnitee on any matter material to such party within the last three years (other than with respect to matters concerning the rights of Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements).

(j) Jointly Indemnifiable Claim: means any Claim for which Indemnitee may be entitled to indemnification from both an Indemnitee-Related Entity and the Company pursuant to applicable laws, any indemnification agreements or the certificate of incorporation, By-Laws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Company or an Indemnitee-Related Entity.

(k) Voting Securities: means any securities of the Company which vote generally in the election of directors.

2. Basic Indemnification Arrangement; Advancement of Expenses.

(a) Subject to and in accordance with Section 2(d), in the event Indemnitee was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Claim by reason of (or arising in part out of) an Indemnifiable Event, the Company shall indemnify and hold harmless Indemnitee to the fullest extent permitted by applicable law as soon as practicable, but in any event no later than sixty (60) days after written demand is presented to the Company, and hold Indemnitee harmless against any and all Indemnifiable Amounts. Such written demand shall include documentation or information that is necessary for any determination of Indemnitee's entitlement to indemnification required pursuant to this Agreement and that is reasonably available to the Indemnitee.

(b) If so requested by Indemnitee, the Company shall advance promptly (and in any event within thirty (30) days of such request) any and all Expenses incurred by Indemnitee (an "Expense Advance"). The Company shall, in accordance with such request (but without duplication), either (i) pay such Expenses on behalf of Indemnitee or (ii) if Indemnitee shall have elected to pay such Expenses and have such Expenses reimbursed, reimburse Indemnitee for such Expenses. Indemnitee's right to an Expense Advance is absolute and shall not be subject to satisfying any applicable standard of conduct for indemnification. Any request for an Expense Advance shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be accompanied by an undertaking, by or on behalf of Indemnitee, to repay any Expense Advance if a final judicial determination is made that Indemnitee is not permitted to be indemnified under applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed). Indemnitee's undertaking to repay any Expense Advance shall be unsecured and interest-free.

(c) Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated under this Agreement to make any indemnification payment or Expense Advance in connection with any Claim involving Indemnitee (i) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; (ii) for (x) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as defined in Section 1(a) hereof) or similar provisions of state statutory law or common law, (y) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (z) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act; or (iii) that was voluntarily initiated by Indemnitee unless (x) the Company has joined in or the Board has authorized or consented to the initiation of such Claim, (y) the Claim is one to enforce Indemnitee's rights under this Agreement, or (z) the Board otherwise determines that indemnification or advancement of Expenses is appropriate.

(d) No determination of Indemnitee's entitlement to indemnification shall be required to be made under this Agreement or any provision of the Certificate of Incorporation or By-Laws to the extent that Indemnitee has been successful on the merits or otherwise in defense of a Claim, or Indemnitee is or was a witness or other participant in a Claim to which Indemnitee neither is, nor is threatened to be made, a party. In all other cases, if there has not been a Change in Control, a determination with respect to Indemnitee's entitlement to indemnification shall be made in the specific case by one of the following methods selected by the Board: (i) the Board, by a majority vote of Disinterested Directors, whether or not such majority constitutes a quorum, (ii) a committee of Disinterested Directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum, (iii) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by the Independent Legal Counsel referred to in Section 3 hereof, in a written opinion to the Board, a copy of which shall be delivered to Indemnitee, or (iv) the stockholders of the Company. If there has been a Change in Control, the determination shall be made by the Independent Legal Counsel referred to in Section 3 hereof. If there has been no determination

of Indemnitee's entitlement to indemnification (either pursuant to this Section 2(d) or Section 3, as applicable), within sixty (60) days after written demand is presented to the Company, the requisite determination that Indemnitee is entitled to indemnification shall be deemed to have been made and Indemnitee shall be absolutely entitled to such indemnification, absent actual fraud in the request for indemnification. If Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made that Indemnitee is not permitted to be indemnified under applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed).

(e) If (i) indemnification has not been paid or there has been no determination of Indemnitee's entitlement to indemnification within sixty (60) days after written demand is presented to the Company, (ii) a determination is made that Indemnitee would not be permitted to be indemnified in whole or in part under applicable law, or (iii) an Expense Advance is not paid within thirty (30) days after a written request is presented to the Company, Indemnitee shall have the right to commence litigation in any court in the State of Delaware having subject matter jurisdiction thereof and in which venue is proper seeking an adjudication by the court of entitlement to such indemnification or Expense Advance or challenging any determination of Indemnitee's entitlement to indemnification or any aspect thereof, including the legal or factual bases therefor, and the Company hereby consents to service of process and to appear in any such proceeding. Absent such litigation, any determination pursuant to Section 2(d) or Section 3 shall be conclusive and binding on the Company and Indemnitee.

3. Independent Legal Counsel; Change in Control. If a determination of Indemnitee's entitlement to indemnification is to be made by Independent Legal Counsel pursuant to Section 2(d)(iii), Independent Legal Counsel shall be selected by the Company and approved by Indemnitee (which approval shall not be unreasonably delayed, conditioned or withheld). If there is a Change in Control, Independent Legal Counsel shall be selected by Indemnitee and approved by the Company (which approval shall not be unreasonably delayed, conditioned or withheld). Upon failure of the Company to select such Independent Legal Counsel or upon failure of Indemnitee so to approve (or so to select, in the event a Change in Control occurs), such Independent Legal Counsel shall be selected upon application to any court in the State of Delaware having subject matter jurisdiction thereof and in which venue is proper. The Company agrees that if there is a Change in Control then with respect to all matters thereafter arising concerning the rights of Indemnitee to indemnity payments and Expense Advances under this Agreement or any provision of the Certificate of Incorporation or By-Laws now or hereafter in effect, the Company shall seek legal advice only from Independent Legal Counsel. The Company agrees to pay the reasonable fees of any Independent Legal Counsel selected pursuant to this Section 3 and to indemnify fully such counsel against any and all

reasonable expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

4. Indemnification for Additional Expenses. The Company shall indemnify and hold harmless Indemnitee against any and all Expenses and, if requested by Indemnitee, shall advance such Expenses to Indemnitee subject to and in accordance with Section 2(b), which are incurred by Indemnitee in connection with any action brought by Indemnitee for (i) indemnification or an Expense Advance by the Company under this Agreement or any provision of the Certificate of Incorporation or By-Laws now or hereafter in effect or (ii) recovery under any directors' and officers' liability insurance policies maintained by the Company, in the case of indemnification to the extent Indemnitee has been successful, in whole or in part in such action; provided that Indemnitee shall not be entitled to indemnification for such Expenses, and shall be required to reimburse any such Expense Advance, in the event of a final judicial determination in such action (and as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee is not entitled to indemnification, an Expense Advance or recovery under the Company's directors' and officers' liability insurance policies.

5. Partial Indemnity, Etc. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses or other Indemnifiable Amounts in respect of a Claim but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled. Moreover, notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all Claims relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against all Expenses incurred in connection with each successfully resolved Claim, issue or matter.

6. Burden of Proof, Etc. In connection with any determination pursuant to Section 2(d), Section 3 or otherwise as to whether Indemnitee is entitled to be indemnified hereunder, it shall be presumed that Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the burden of proof shall be on the Company (or any other person or entity disputing such conclusions) to establish, by clear and convincing evidence, that Indemnitee is not so entitled.

7. Reliance as Safe Harbor. For purposes of this Agreement, and without creating any presumption as to a lack of good faith if the following circumstances do not exist, Indemnitee shall be deemed to have acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, without reasonable cause to believe Indemnitee's conduct was unlawful, if Indemnitee's actions or omissions to act were taken in good faith reliance upon the records of the Company or any of its subsidiaries, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnitee by the officers or employees of the Company or any of its subsidiaries in the course of their duties, or by committees of the Board, or by any other person (including legal counsel, accountants and financial advisors) as to matters Indemnitee reasonably believed at the time were within such other person's professional

or expert competence and who had been selected with reasonable care by or on behalf of the Company. In addition, the knowledge and actions, or failures to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder.

8. No Other Presumptions. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or did not have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Company (including the Disinterested Directors, a committee thereof, Independent Legal Counsel, or its stockholders) to have made a determination as to whether Indemnitee met any particular standard of conduct or had any particular belief, nor an actual determination by the Company (including the Disinterested Directors, a committee thereof, Independent Counsel, or its stockholders) that Indemnitee did not meet any particular standard of conduct or did not have any particular belief, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under applicable law, shall be a defense to Indemnitee's claim or create a presumption that Indemnitee did not meet any particular standard of conduct or did not have any particular belief.

9. Nonexclusivity, Etc. The rights of Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under the Certificate of Incorporation or By-Laws, the General Corporation Law of the State of Delaware or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded as of the date hereof under the Certificate of Incorporation or By-Laws or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. To the extent that there is a conflict or inconsistency among the terms of this Agreement, the Certificate of Incorporation and By-Laws, it is the intent of the parties hereto that Indemnitee shall enjoy the greatest benefits regardless of whether contained herein or in the Certificate of Incorporation or By-Laws. No agreement or amendment or alteration of the Certificate of Incorporation or By-Laws or of any agreement, other than of this Agreement pursuant to the terms hereof, shall adversely affect the rights provided to Indemnitee under this Agreement. No change in applicable law shall have the effect of reducing the benefits available to Indemnitee hereunder.

10. Liability Insurance. The Company shall maintain a policy or policies of insurance with insurance companies providing directors and officers with coverage for any liability asserted by reason of the fact that they are serving as a director or officer or have agreed to serve as a director, officer, employee or agent of another enterprise. Indemnitee shall be covered by such policies in accordance with their terms to the maximum extent of the coverage available for any of the Company's directors and officers. If the Company receives from Indemnitee any notice of the commencement of an action, suit, proceeding or Claim, the Company shall give prompt notice of the commencement of such action, suit, proceeding or Claim to its insurers thereunder in accordance with the procedures set forth therein. The Company shall thereafter take all necessary or desirable actions to cause such insurers to pay, on behalf of Indemnitee, all

amounts payable as a result of any such action, suit, proceeding or Claim in accordance with the terms of such policies.

11. Amendments, Etc. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions hereof (whether or not similar), nor shall such a waiver constitute a continuing waiver.

12. Subrogation. Subject to Section 13 hereof, in the event of a payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers reasonably required and shall do everything that may be reasonably necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights. The Company shall pay or reimburse all Expenses actually and reasonably incurred by Indemnitee in connection with such subrogation.

13. Jointly Indemnifiable Claims. Given that certain Jointly Indemnifiable Claims may arise due to the relationships between an Indemnitee-Related Entity and the Company and the service of Indemnitee as a director and/or officer of the Company at the request of that Indemnitee-Related Entity, the Company acknowledges and agrees that the Company shall be the indemnitor of first resort and shall be fully and primarily responsible for the payment to Indemnitee in respect of indemnification and advancement of expenses in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with the terms of this Agreement, irrespective of any right of recovery Indemnitee may have from the Indemnitee-Related Entity. Under no circumstance shall the Company be entitled to any right of subrogation or contribution by the Indemnitee-Related Entity, and no right of recovery Indemnitee may have from the Indemnitee-Related Entity shall reduce or otherwise alter the rights of Indemnitee or the obligations of the Company hereunder. In the event that any Indemnitee-Related Entity shall make any payment to Indemnitee in respect of indemnification or advancement of Expenses with respect to any Jointly Indemnifiable Claim, the Company agrees that such payment or advancement shall not extinguish or affect in any way the rights of Indemnitee under this Agreement and further agrees that the Indemnitee-Related Entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee against the Company. Every Indemnitee-Related Entity shall be a third-party beneficiary with respect to this Section 13, entitled to enforce this Section 13 against the Company as though such Indemnitee-Related Entity were a party to this Agreement.

14. No Duplication of Payments. Subject to Section 13 hereof, the Company shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee to the extent that Indemnitee has otherwise actually received payment of such amount otherwise indemnifiable hereunder, whether under any insurance policy, provision of the Certificate of Incorporation or By-Laws, or otherwise.

15. Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event or to assume the defense thereof, with counsel

reasonably satisfactory to Indemnitee; provided that if Indemnitee believes, after consultation with counsel selected by Indemnitee, that (i) the use of counsel chosen by the Company to represent Indemnitee would present such counsel with an actual or potential conflict of interest, (ii) the named parties in any such Claim (including any impleaded parties) include both the Company, or any subsidiary of the Company, and Indemnitee, and Indemnitee concludes that there may be one or more legal defenses available to him or her that are different from or in addition to those available to the Company or such subsidiary, or (iii) any such representation by such counsel would be precluded under the applicable standards of professional conduct then prevailing, then Indemnitee shall be entitled to retain separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any particular Claim) at the Company's expense. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any Claim relating to an Indemnifiable Event effected without the Company's prior written consent. The Company shall not, without the prior written consent of Indemnitee, effect any settlement of any Claim relating to an Indemnifiable Event to which Indemnitee is, was or could have been a party unless such settlement solely involves the payment of money and includes a complete and unconditional release of Indemnitee from all liability on all claims that are the subject matter of such Claim. Neither the Company nor Indemnitee shall unreasonably withhold, condition or delay its or his or her consent to any proposed settlement; provided that Indemnitee may withhold consent to any settlement that does not provide a complete and unconditional release of Indemnitee. In no event shall Indemnitee be required to waive, prejudice or limit attorney-client privilege or work-product protection or other applicable privilege or protection.

16. No Adverse Settlement. The Company shall not seek, nor shall it agree to, consent to, support, or agree not to contest any settlement or other resolution of, any Claim, action, proceeding, demand, investigation or other matter that has the actual or purported effect of extinguishing, limiting or impairing Indemnitee's rights hereunder, including, without limitation, any entry of a bar order or other order, decree or stipulation, pursuant to 15 U.S.C. § 78u-4 (the Private Securities Litigation Reform Act) or any similar foreign, federal or state statute, regulation, rule or law.

17. Binding Effect, Etc. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor or continuing company by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs, estate, executors and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect and whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee and his or her counsel, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect during the period Indemnitee is an officer and/or director of the Company or of any other entity or enterprise at the Company's request and shall continue thereafter with respect to any possible claims based on the fact that Indemnitee was an officer

and/or director of the Company or was serving at the request of the Company at any other entity or enterprise.

18. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the obligations of the Company hereunder through an irrevocable bank line of credit, a funded trust or other collateral or by other means. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of such Indemnitee.

19. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason whatsoever, (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) will not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable) will be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to the terms of this Agreement.

20. Specific Performance, Etc. The parties recognize that if any provision of this Agreement is violated by the Company, Indemnitee may be without an adequate remedy at law. Accordingly, in the event of any such violation, Indemnitee shall be entitled, if Indemnitee so elects, to institute proceedings, either in law or at equity, to obtain damages, enforce specific performance, enjoin that violation, or obtain any relief or any combination of the foregoing as Indemnitee may elect to pursue.

21. No Employment Contract. This Agreement shall not be deemed an employment contract between the Company and any indemnitee who is an officer or other employee of the Company, and, if Indemnitee is an officer or other employee of the Company, Indemnitee specifically acknowledges that Indemnitee may be discharged at any time for any reason, without or without cause, and with or without severance compensation, except as may be otherwise provided in a separate written contract between Indemnitee and the Company.

22. Notices. Any notice, request, consent or other communication hereunder to any party shall be deemed to be sufficient if contained in a written document delivered in person or sent by facsimile, nationally recognized overnight courier or personal delivery, addressed to such party at the address or addresses indicated below. Such a communication shall be sent instead to such other address as may designated from time to time in writing by a party to the other party.

(a) If to the Company, to:

Enact Holdings, Inc.
8325 Six Forks Road
Raleigh, North Carolina 27615
Attention: General Counsel

Email: USMIGeneralCounsel@genworth.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Dwight S. Yoo
Email: dwight.yoo@skadden.com

(b) If to Indemnitee, to the address set forth below his or her signature hereto.

All such notices, requests, consents and other communications shall be deemed to have been given or made if and when received (including by overnight courier) by the parties at the aforementioned mailing addresses or sent by email, with confirmation received, to the email addresses specified above (or at such other mailing or email address for a party as shall be specified by like notice). Any notice delivered by any party hereto to any other party hereto shall also be delivered to each other party hereto simultaneously with delivery to the first party receiving such notice.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

24. Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation hereof.

25. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such state without giving effect to the principles of conflicts of laws. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Court of Chancery of the State of Delaware (the “Delaware Court”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, County of New Castle, 19808, as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

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

ENACT HOLDINGS, INC.

By: _____

Name:

Title:

INDEMNITEE

_____

Name:

Indemnitee's Address:

_____

_____

_____

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is entered into as of this [ı] day of May, 2021 by and between Enact Holdings, Inc. (formerly, Genworth Mortgage Holdings, Inc.), a Delaware corporation (the "Company"), and the investment vehicles managed by Bayview Asset Management, LLC ("Bayview") listed on Schedule A hereto (such persons, in their capacities as holders of Registrable Securities (as defined below), the "Holders" and each a "Holder").

RECITALS

WHEREAS, this Agreement is being entered into in connection with the Common Stock Purchase Agreement (the "Stock Purchase Agreement"), dated as of May 3, 2021, among the Company, Genworth Holdings, Inc. ("GHI") and the Holders, pursuant to which GHI has agreed to sell to the Holders, and the Holders have agreed to purchase from GHI, an aggregate of 4,000,000 shares (the "Shares") of common stock, par value $0.01 per share (the "Common Stock"), of the Company, subject to the terms and conditions stated therein, in a private placement transaction substantially concurrent with the proposed initial public offering of Common Stock (the "IPO").

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

Section 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

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

"Board" shall mean the Company's Board of Directors.

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

"Common Stock" shall have the meaning set forth in the Recitals.

"Demand Registration" shall have the meaning set forth in Section 2(c).

"Demand Registration Statement" shall have the meaning set forth in Section 2(c).

"End of Suspension Notice" shall have the meaning set forth in Section 2(h)(ii).

"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"Initiating Holder" shall have the meaning set forth in Section 2(b).

"IPO" shall have the meaning set forth in the Recitals.

"Lock-Up Period" shall have the meaning assigned to such term in the Stock Purchase Agreement.

"Registrable Securities" shall mean (i) the Shares held by a Holder and (ii) any securities issued or issuable, directly or indirectly, with respect to such Shares by way of conversion, exchange, stock dividend or stock split or in connection with a combination of shares, merger, consolidation, business combination, scheme of arrangement, amalgamation, recapitalization or similar transaction; provided that any securities constituting Registrable Securities will cease to be Registrable Securities when (a) such securities are sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities, (b) such securities are sold pursuant to an effective Registration Statement, (c) such securities are sold pursuant to Rule 144, (d) such securities shall have ceased to be outstanding or (e)(1) the date on which such securities may be resold pursuant to Rule 144, without regard to volume or manner of sale limitations or the availability of current public information with respect to the Company, whether or not any such sale has occurred, and (2) and the Holders in the aggregate own less than 3.0% of the then outstanding shares of Common Stock.

"Registration Expenses" shall mean all expenses incurred by the Company in effecting any registration or any offering and sale pursuant to this Agreement, including registration, qualification, listing and filing fees (including, without limitation, all SEC and Financial Industry Regulatory Authority filing fees), transfer agent and registrar fees and expenses, fees and disbursements of the independent registered public accounting firm retained by the Company (including any comfort letters), and internal fees and expenses of the Company; provided that nothing in this definition shall affect any agreement on expenses solely between the Company and its affiliates and any underwriter. "Registration Expenses" shall not include, and the Selling Holders shall be responsible for, all Selling Expenses.

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

"Rule 144" shall mean Rule 144 promulgated under the Securities Act (or any successor provision).

"SEC" shall mean the U.S. Securities and Exchange Commission.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended, and the rules and regulations thereunder.

"Selling Expenses" shall mean all underwriting discounts, selling commissions, stock transfer taxes applicable to the sale or transfer of Registrable Securities, and other selling expenses associated with effecting any sales of Registrable Securities under any registration statement which are not included as Registration Expenses.a

"Shares" shall have the meaning in the Recitals.

"Shelf Period" shall have the meaning set forth in Section 2(a).

"Shelf Registration" shall have the meaning set forth in Section 2(a).

"Shelf Registration Statement" shall mean a Registration Statement on Form S-3 (or successor form) that contemplates offers and sales of securities pursuant to Rule 415 under the Securities Act.

"Shelf Take-Down" shall have the meaning set forth in Section 2(b).

"Special Registration" shall mean the registration of equity securities, options or similar rights registered on Form S-4, Form S-8 or any successor forms thereto or any other form for the registration of securities issued or to be issued in connection with a merger, acquisition, employee benefit plan or equity compensation or incentive plan.

"Substantial Marketing Efforts" shall mean marketing efforts that take place over a period of more than 48 hours or any marketing efforts involving in-person meetings with prospective investors even if such marketing efforts occur over a period of time lasting less than 48 hours.

"Stock Purchase Agreement" shall have the meaning set forth in the Recitals.

"Suspension" shall have the meaning set forth in Section 2(h).

"Suspension Notice" shall have the meaning set forth in Section 2(h).

Section 2. Registration Rights.

(a) Shelf Registration Statement. Promptly but no later than 90 days after the date the Company first becomes eligible to file a Shelf Registration Statement[1], upon the written request of the Holders, the Company shall file with the SEC a Shelf Registration Statement (which, if the Company is eligible to file such, shall be as an automatic shelf registration as defined in Rule 405 under the Securities Act) relating to the offer and resale of Registrable Securities by any Holders from time to time in accordance with the methods of distribution set forth in the Plan of Distribution section of the Shelf Registration Statement, and, if such Shelf

[1] June 1, 2022, assuming the IPO closes in May 2021.

Registration Statement is not automatically effective upon filing, the Company shall use its commercially reasonable efforts to cause such Shelf Registration Statement to promptly be declared or otherwise become effective under the Securities Act. Any such registration pursuant to the Shelf Registration Statement shall hereinafter be referred to as a "Shelf Registration." For so long as any Registrable Securities remain outstanding, the Company shall use its commercially reasonable efforts to maintain the effectiveness of such Shelf Registration Statement for the maximum period permitted by SEC rules, and shall replace any Shelf Registration Statement at or before expiration, if applicable, with a successor effective Shelf Registration Statement (such period of effectiveness, the "Shelf Period").

(b) Right to Request Shelf Take-Down. At any time and from time to time during the Shelf Period after the expiration of the Lock-Up Period, the Holders of a majority of the outstanding Registrable Securities may, by written notice to the Company, request an offering of all or part of the Registrable Securities held by them (a "Shelf Take-Down"); provided, however, that the expected aggregate gross proceeds for any Shelf Take-Down are at least fifty million dollars ($50,000,000); provided, further, that the Company shall not be obligated to effect any Shelf Take-Down if (i) the Company (A) has determined to effect a registered underwritten offering of its equity securities for its own account that would be a Piggyback Registration and (B) at the time of receipt of such notice has already taken substantial steps, and has proceeded and will continue to proceed with reasonable diligence, to effect such offering or (ii) such Shelf Take-Down will involve Substantial Marketing Efforts. Notwithstanding the foregoing sentence, the Company shall not be obligated to effect any subsequent Shelf Take-Down during any period following the pricing date of a completed Shelf Take-Down in which the Company is subject to a lock-up restriction pursuant to any lock-up agreements entered into in connection with such completed Shelf Take-Down.

(c) Demand Registration Statement If Shelf Registration Statement Unavailable. If the Company is ineligible to file with the SEC a shelf registration statement on Form S-3 (or successor form) in accordance with Section 2(a), upon written request of the Holders of a majority of the outstanding Registrable Securities , the Company shall use its commercially reasonable efforts to file promptly a registration statement on Form S-1 (or successor form) (a "Demand Registration Statement") registering for resale such number of Registrable Securities requested to be included in the Demand Registration Statement and have the Demand Registration Statement declared effective under the Securities Act as promptly as practicable. Each request for a Demand Registration shall specify number of Registrable Securities to be registered and the intended methods of disposition thereof. After any Demand Registration Statement has become effective, the Company shall use its commercially reasonable efforts to keep such Demand Registration Statement effective until all of the Registrable Securities covered by such Demand Registration Statement have been sold in accordance with the plan of distribution set forth therein or are no longer outstanding.

(d) Limitations on Demand Registrations. The Holders shall be entitled to request a maximum of one (1) Demand Registration in any 365-day period. A registration shall not count as a Demand Registration until the related Demand Registration Statement has been declared effective by the SEC.

(e) Piggyback Registration. If, at any time following the expiration of the Lock-Up Period, the Company proposes or is required to file a Registration Statement under the Securities Act with respect to an offering of Common Stock, whether or not for sale for its own account, on a form and in a manner that would permit registration of the Registrable Securities, which, for the avoidance of doubt, shall exclude any Special Registration, the Company shall give written notice as promptly as practicable, but not later than five (5) Business Days prior to the anticipated date of filing of such Registration Statement, to the Holders of its intention to effect such registration and, in the case of each Holder, shall include in such registration all of such Holder's Registrable Securities with respect to which the Company has received a written request from such Holder for inclusion therein within two (2) Business Days of delivery of such written notice (a "Piggyback Registration"). In the event that a Holder makes such written request, such Holder may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company and the managing underwriter(s), if any, at any time at least four (4) Business Days prior to the effective date of the Registration Statement relating to such Piggyback Registration. The Company may terminate or withdraw any Piggyback Registration under this Section 2(e), whether or not any Holder has elected to include Registrable Securities in such registration. No Piggyback Registration shall count as a Demand Registration or Shelf Take-Down to which the Holders are entitled.

(f) Selection of Underwriters; Right to Participate. The Company shall have the right to select the managing underwriters to administer an offering pursuant to a Demand Registration Statement or Shelf Take-Down. A Holder may participate in a registration or offering hereunder only if such Holder (i) agrees to sell such Registrable Securities on the basis provided in any underwriting agreement with the underwriters and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up agreements and other documents reasonably requested under the terms of such underwriting arrangements customary for selling stockholders to enter into in secondary underwritten public offerings.

(g) Priority of Securities Offered Pursuant to Demand Registrations and Shelf Take-Downs. If the managing underwriter of a Demand Registration or Shelf Take-Down shall advise the Company that in its reasonable opinion the number of Registrable Securities requested to be included in such Demand Registration or Shelf Take-Down exceeds the number that can be sold in such offering without having an adverse effect on such offering, including the price at which such Shares can be sold, then the Company shall include in such Demand Registration or Shelf Take-Down the maximum number of Registrable Securities that such underwriter or agent, as applicable, advises can be so sold without having such adverse effect, allocated (i) first, to Registrable Securities requested by the Holders to be included in such Demand Registration or Shelf Take-Down allocated among such requesting Holders on a pro rata basis or in such other manner as they may agree and (ii) second, to Shares requested to be included by the Company.

(h) Postponement; Suspensions.

(i) The Company may postpone any filing or effectiveness of a Registration Statement or commencement of a Shelf Take-Down (or suspend the continued use of an effective Shelf Registration Statement) (each, a "Suspension") (i)

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

(ii) Each Holder agrees that, except as required by applicable law, it shall treat as confidential the receipt of any Suspension Notice (provided that in no event shall such notice contain any material nonpublic information of the Company) hereunder and shall not disclose or use the information contained in such Suspension Notice without the prior written consent of the Company until such time as the information contained therein is or becomes public, other than as a result of disclosure by breach of the terms of this Agreement.

(i) Holdback; Lock-Up Agreements. Each of the Company and the Holders agrees, upon notice from the managing underwriters in connection with any registration for an underwritten offering of the Company's securities (other than a Special Registration), not to effect (other than pursuant to such registration) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144, or make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company without the prior written consent of the managing underwriters for a period of up to ninety (90) days (or such shorter period as may be agreed to by the managing underwriter(s)); provided that such restrictions shall not apply in any

circumstance to (i) securities acquired by a Holder in the public market subsequent to the completion of the IPO or (ii) distributions-in-kind to a Holder's limited or other partners, members, shareholders or other equity holders. Notwithstanding the foregoing, no holdback agreements of the type contemplated by this Section shall be required of Holders (A) unless each of the Company's directors and executive officers agrees to be bound by a substantially identical holdback agreement for at least the same period of time; or (B) that restricts the offering or sale of Registrable Securities pursuant to a Demand Registration.

Section 3. Registration Procedures.

(a) If and whenever the Company is required to effect the registration of any Registrable Securities pursuant to this Agreement, the Company shall use its reasonable best efforts to effect and facilitate the registration, offering and sale of such Registrable Securities in accordance with the intended method of disposition thereof as promptly as is practicable, and the Company shall as expeditiously as possible:

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

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

(but in any event not before the expiration of any longer period required under the Securities Act) and (ii) to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement;

(iii) furnish to each Selling Holder and the underwriters such number of copies, without charge, of any Registration Statement, each amendment and supplement thereto, including each preliminary prospectus, final prospectus, all exhibits and other documents filed therewith and such other documents as such persons may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Selling Holder; provided that, before amending or supplementing any Registration Statement, the Company shall furnish to the Holders a copy of each such proposed amendment or supplement and not file any such proposed amendment or supplement to which any Selling Holder reasonably objects. The Company hereby consents to the use of such prospectus and each amendment or supplement thereto by each of the Selling Holders of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such prospectus and any such amendment or supplement thereto;

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

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

(vi) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such Registration Statement,

(vii) cooperate with the Holders and any managing underwriter(s) to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, and enable certificates for such Registrable Securities to be issued for such number of shares and registered in such names as the Holders and any managing underwriter(s) may reasonably request;

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

(ix) promptly notify each Selling Holder (i) when the Registration Statement, any prospectus supplement or any post-effective amendment to the Registration Statement has become effective (ii) of any written comments by the SEC or any request by the SEC for amendments or supplements to such Registration Statement or to amend or to supplement any prospectus contained therein or for additional information, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceedings for any of such purposes, (iv) the removal of any such stop order, injunction or other order or requirement or proceeding or the lifting of any such suspension, (v) if at the time the Company has reason to believe that the representations and warranties of the Company contained in any agreement (including any underwriting agreement) contemplated by Section 3(a)(xiii) below cease to be true and correct and (vi) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of such Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose;

(x) make available for inspection by any Selling Holder, any underwriter participating in any disposition pursuant to the applicable Registration Statement and any attorney, accountant or other agent retained by any such Selling Holder or underwriter all financial and other records, pertinent corporate documents and documents relating to the business of the Company reasonably requested by such Selling Holder, cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such Selling Holder, underwriter, attorney, accountant or agent in connection with such Registration Statement and make senior management of the Company available for customary due diligence and drafting activity; provided that any such Person gaining access to information or personnel pursuant to this Section 3(a)(x) shall (i) reasonably cooperate with the Company to limit any resulting disruption to the Company's business and (ii) agree to use reasonable efforts to protect the confidentiality of any information regarding the Company which the Company determines in good faith to be confidential, and of which determination such

person is notified, unless (A) the release of such information is requested or required by deposition, interrogatory, requests for information or documents by a governmental entity, subpoena or similar process, (B) the release of such information, in the opinion of such person, is required to be released by law or applicable legal process, (C) such information is or becomes publicly known without a breach of this Agreement, (D) such information is or becomes available to such person on a non-confidential basis from a source other than the Company or (E) such information is independently developed by such person. In the case of a proposed disclosure pursuant to (A) or (B) above, such Person shall be required to give the Company written notice of the proposed disclosure prior to such disclosure and, if requested by the Company, assist the Company in seeking to prevent or limit the proposed disclosure;

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

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

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

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

(xv) use reasonable best efforts to: (a) obtain all consents of independent public accountants required to be included in the Registration Statement and (b) in connection with each offering and sale of Registrable Securities, obtain one or

more comfort letters, addressed to the underwriters and to the Selling Holders, dated the date of the underwriting agreement for such offering and the date of each closing under the underwriting agreement for such offering, signed by the Company's independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters as the underwriters or Holders of a majority of the Registrable Securities being sold in such offering, as applicable, reasonably request;

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

(b) As a condition precedent to the obligations of the Company to file any registration statement covering Registrable Securities, each Holder of Registrable Securities as to which any registration is being effected shall furnish the Company with such information regarding such Holder and pertinent to the disclosure requirements relating to the registration and the distribution of such securities as the Company may from time to time reasonably request in writing.

Each Holder agrees by acquisition of the Registrable Securities that (i) upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(a)(v), such Holder shall forthwith discontinue its disposition of Registrable Securities pursuant to the registration statement relating to such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(a)(v); (ii) upon receipt of any notice from the Company of the happening of any event of the kind described in clause (A) of Section 3(a)(ix), such Holder shall discontinue its disposition of Registrable Securities pursuant to such registration statement until such Holder's receipt of the notice described in clause (iv) of Section 3(a)(ix); and (iii) upon receipt of any notice from the Company of the happening of any event of the kind described in clause (B) of Section 3(a)(xi), such Holder shall discontinue its disposition of Registrable Securities pursuant to such registration statement in the applicable state jurisdiction(s) until such Holder's receipt of the notice described in clause (C) of Section 3(a)(ix). The length of time that any registration statement is required to remain effective shall be extended by any period of time that such registration statement is unavailable for use pursuant to this paragraph, provided in no event shall any registration statement be required to remain effective after the date on which all Registrable Securities cease to be Registrable Securities.

Section 4. Indemnification.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless to the fullest extent permitted by law, each Holder, any Person who is or might be

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

(b) Indemnification by the Holders. In connection with any Registration Statement in which a Holder is participating, each such Holder will indemnify and hold harmless the Company, its directors and officers, employees, agents and any Person who is or might be deemed to be a controlling person of the Company or any of its subsidiaries within the meaning

of Section 15 of the Securities Act or Section 20 of the Exchange Act against any Losses to which such Holder or any such director or officer, any such underwriter or controlling person may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained in the Registration Statement, prospectus, preliminary prospectus or free writing prospectus, or any amendment thereof or supplement thereto, or in any application or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is made in such Registration Statement, any such prospectus, preliminary prospectus or free writing prospectus, or any amendment or supplement thereto, or in any application, in reliance upon and in conformity with the Selling Holder Information (and except insofar as such Losses arise out of or are based upon any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any underwriter furnished to the Company in writing by such underwriter expressly for use in such Registration Statement), and such Holder will reimburse the Company and each such director, officer, underwriter and controlling Person for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such Losses (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided, further that the obligation to indemnify and hold harmless shall be individual and several to each Holder and shall be limited to the amount of net proceeds received by such Holder from the sale of Registrable Securities covered by such Registration Statement.

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

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

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

(d) Contribution. If the indemnification provided for in this Section is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Losses (other than in accordance with its terms), then the indemnifying party, in lieu of indemnifying such indemnified party thereunder, will contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. The relevant fault of the indemnifying party and the indemnified party will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the foregoing, the amount any Holder will be obligated to contribute pursuant to this Section 4(d) will be limited to an amount equal to the net proceeds to such Holder from the Registrable Securities sold pursuant to the Registration Statement which gives rise to such obligation to contribute (less the aggregate amount of any damages which the Holder has otherwise been required to pay in respect of such Loss or any substantially similar Loss arising from the sale of such Registrable Securities). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall

be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 5. Covenants Relating to Rule 144. The Company shall use its commercially reasonable efforts to file any reports required to be filed by it under the Securities Act and the Exchange Act and to take such further action as any Holder may reasonably request to enable Holders to sell Registrable Securities without registration under the Securities Act from time to time within the limitation of the exemptions provided by Rule 144. The Company shall, in connection with any request by a Holder in connection with a sale, transfer or other disposition by such Holder of any Registrable Securities pursuant to Rule 144 for the removal of any restrictive legend or similar restriction on such Registrable Securities, promptly cause the removal of such restrictive legend or restriction, make or cause to be made appropriate notifications on the books of the Company's transfer agent and provide a customary opinion of counsel and instruction letter required by the Company's transfer agent.

Section 6. Registration Expenses. The Company shall be responsible for Registration Expenses hereunder.

Section 7. Miscellaneous.

(a) Term. This Agreement shall terminate upon such time as no Registrable Securities remain outstanding, except for the provisions of Sections 4, 6 and this Section 7 shall survive such termination of this Agreement.

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

(c) Amendment, Modification and Waiver. This Agreement may be amended, modified or supplemented at any time by written agreement of the parties. Any failure of any party to comply with any term or provision of this Agreement may be waived by the other party, by an instrument in writing signed by such party, but such waiver or failure to insist upon strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

(d) No Third-Party Beneficiaries. Other than as set forth in Section 4 with respect to the indemnified parties and as expressly set forth elsewhere in this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement. Only the parties that are signatories to this Agreement shall have any obligation or liability under, in connection with, arising out of, resulting from or in any way related to this Agreement or any other matter contemplated hereby, or the process leading up to the execution and delivery of this Agreement and the transactions contemplated hereby, subject to the provisions of this Agreement.

(e) Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter of this Agreement.

(f) Severability. In the event that any provision of this Agreement is declared invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted in a manner that accomplishes, to the extent possible, the original purpose of such provision.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic imaging means (including in pdf or tif format sent by electronic mail) by a party to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic imaging means as if the original had been received.

(h) Specific Performance; Remedies. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other party shall not oppose the granting of such relief. The parties agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are hereby waived.

(i) Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely within such State, without regard to any principles of conflicts of law principles thereof to the extent that such principles would apply the law of another jurisdiction.

(j) WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

(k) Jurisdiction; Venue. Any suit, action or proceeding relating to this Agreement shall be brought exclusively in the Court of Chancery of the State of Delaware. The parties hereby consent to the exclusive jurisdiction of such courts for any such suit, action or proceeding, and irrevocably waive, to the fullest extent permitted by law, any objection to such courts that they may now or hereafter have based on improper venue or forum non conveniens.

(l) Notice. Unless otherwise specified herein, all notices required or permitted to be given under this Agreement shall be in writing, shall refer specifically to this Agreement and shall be delivered personally or sent by a nationally recognized overnight courier service, and shall be deemed to be effective upon delivery. All such notices shall be addressed to the receiving Party at such Party's address set forth below, or at such other address as the receiving Party may from time to time furnish by notice as set forth in this Section 7(l):

If to Bayview, to:

Bayview Asset Management, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, Fl 33146
Attention: General Counsel
Facsimile: (305) 448-8130
Email: brianbomstein@bayview.com

with a copy to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention F. Xavier Kowalski
Email: xavier.kowalski@srz.com

If to the Company, to:

Enact Holdings, Inc.
8325 Six Forks Road
Raleigh, North Carolina 27615
Attention: General Counsel
Email: Evan.Stolove@genworth.com

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be executed and delivered as of the date first above written.

ENACT HOLDINGS, INC.
(formerly, Genworth Mortgage Holdings, Inc.)

By: _____
Name:
Title:

HOLDERS:

[BAYVIEW HOLDER 1]

By: _____
Name:
Title:

[BAYVIEW HOLDER 2]

By: _____
Name:
Title:

[BAYVIEW HOLDER 3]

By: _____
Name:
Title:

Schedule A

The Holders

Name of Holder	Number of Shares of Held	Address of Holder	Email Address of Holder
Bayview Holder 1			
Bayview Holder 2			
Bayview Holder 3			

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Enact Holdings, Inc.:

We consent to the use of our report included herein and to the reference to our firm under the heading “Experts” in the prospectus.

Raleigh, North Carolina
May 3, 2021

Exhibit 99.1

CONSENT OF DIRECTOR NOMINEE

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, I hereby consent to be named in the Registration Statement on Form S-1 of Enact Holdings, Inc., and any amendments or supplements thereto, including the prospectus contained therein, as an individual to become a director of Enact Holdings, Inc. upon consummation of the initial public offering of Enact Holdings, Inc.'s common stock, to all references to me in connection therewith, and to the filing or attachment of this consent as an exhibit to such Registration Statement and any amendment or supplement thereto.

[Signature Page Follows]

/s/Dominic Addesso

Name: Dominic Addesso

Date: 5/3/2021

[Signature Page to Director Consent]

CONSENT OF DIRECTOR NOMINEE

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, I hereby consent to be named in the Registration Statement on Form S-1 of Enact Holdings, Inc., and any amendments or supplements thereto, including the prospectus contained therein, as an individual to become a director of Enact Holdings, Inc. upon consummation of the initial public offering of Enact Holdings, Inc.'s common stock, to all references to me in connection therewith, and to the filing or attachment of this consent as an exhibit to such Registration Statement and any amendment or supplement thereto.

[Signature Page Follows]

/s/ John D. Fisk

Name: John D. Fisk

Date: 5/3/2021

[Signature Page to Director Consent]

CONSENT OF DIRECTOR NOMINEE

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, I hereby consent to be named in the Registration Statement on Form S-1 of Enact Holdings, Inc., and any amendments or supplements thereto, including the prospectus contained therein, as an individual to become a director of Enact Holdings, Inc. upon consummation of the initial public offering of Enact Holdings, Inc.'s common stock, to all references to me in connection therewith, and to the filing or attachment of this consent as an exhibit to such Registration Statement and any amendment or supplement thereto.

[Signature Page Follows]

/s/ Sheila Hooda

Name: Sheila Hooda

Date: 4/30/2021

[Signature Page to Director Consent]

CONSENT OF DIRECTOR NOMINEE

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, I hereby consent to be named in the Registration Statement on Form S-1 of Enact Holdings, Inc., and any amendments or supplements thereto, including the prospectus contained therein, as an individual to become a director of Enact Holdings, Inc. upon consummation of the initial public offering of Enact Holdings, Inc.'s common stock, to all references to me in connection therewith, and to the filing or attachment of this consent as an exhibit to such Registration Statement and any amendment or supplement thereto.

[Signature Page Follows]

/s/ General Raymond T. Odierno

Name: General Raymond T. Odierno

Date: 5/3/2021

[Signature Page to Director Consent]

CONSENT OF DIRECTOR NOMINEE

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, I hereby consent to be named in the Registration Statement on Form S-1 of Enact Holdings, Inc., and any amendments or supplements thereto, including the prospectus contained therein, as an individual to become a director of Enact Holdings, Inc. upon consummation of the initial public offering of Enact Holdings, Inc.'s common stock, to all references to me in connection therewith, and to the filing or attachment of this consent as an exhibit to such Registration Statement and any amendment or supplement thereto.

[Signature Page Follows]

/s/ Robert P. Restrepo Jr.

Name: Robert P. Restrepo Jr.

Date: 5/3/2021

[Signature Page to Director Consent]

CONSENT OF DIRECTOR NOMINEE

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, I hereby consent to be named in the Registration Statement on Form S-1 of Enact Holdings, Inc., and any amendments or supplements thereto, including the prospectus contained therein, as an individual to become a director of Enact Holdings, Inc. upon consummation of the initial public offering of Enact Holdings, Inc.'s common stock, to all references to me in connection therewith, and to the filing or attachment of this consent as an exhibit to such Registration Statement and any amendment or supplement thereto.

[Signature Page Follows]

/s/ Debra W. Still

Name: Debra W. Still

Date: 5/3/2021

[Signature Page to Director Consent]

CONSENT OF DIRECTOR NOMINEE

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, I hereby consent to be named in the Registration Statement on Form S-1 of Enact Holdings, Inc., and any amendments or supplements thereto, including the prospectus contained therein, as an individual to become a director of Enact Holdings, Inc. upon consummation of the initial public offering of Enact Holdings, Inc.'s common stock, to all references to me in connection therewith, and to the filing or attachment of this consent as an exhibit to such Registration Statement and any amendment or supplement thereto.

[Signature Page Follows]

/s/ Westley V. Thompson

Name: Westley V. Thompson

Date: 4/29/2021

[Signature Page to Director Consent]

CONSENT OF DIRECTOR NOMINEE

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, I hereby consent to be named in the Registration Statement on Form S-1 of Enact Holdings, Inc., and any amendments or supplements thereto, including the prospectus contained therein, as an individual to become a director of Enact Holdings, Inc. upon consummation of the initial public offering of Enact Holdings, Inc.'s common stock, to all references to me in connection therewith, and to the filing or attachment of this consent as an exhibit to such Registration Statement and any amendment or supplement thereto.

[Signature Page Follows]

/s/ Anne G. Waleski

Name: Anne G. Waleski

Date: 5/3/2021

[Signature Page to Director Consent]