

# Empower Brokerage

## Advance Commission Agreement

This Advance Commission Agreement is made and entered into by and between Empower Brokerage, hereafter "Empower", and \_\_\_\_\_, hereafter "Producer".

WHEREAS, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Producer entered into a contract agreement with Empower which, among other things, authorizes the Producer to solicit applications of insurance for insurance companies and provides for payment of commission by Empower to the Producer upon his/her sale of insurance products as premiums are collected (on as-earned basis); and

WHEREAS, the Producer wishes to modify this commission arrangement in order to permit him/her to receive commission in advance of premiums being collected by Empower (on as-earned basis); and

NOW, THEREFORE, Empower agrees to permit commission to be paid to the Producer in advance of said commission being earned subject to the following terms and conditions and at Empower's sole discretion:

### TERMS AND CONDITIONS

1. Commission on first year premiums may be paid on an advance basis for the sale of any qualifying insurance policy, up to a maximum of twelve (12) months per case. A policy shall be construed as a qualifying insurance policy if it designated as such by Empower.
2. Upon Producer's execution of this Agreement that compensation be paid under this section of this Agreement, Empower shall make an advance commission payment to the Producer which shall be defined by Empower. The guidelines regarding advance commission payments are solely within the control of Empower and may be changed by Empower without prior notice to Producer. Unearned commission advanced on any policy under this Agreement shall constitute an indebtedness of the Producer and shall be treated as income at the date of disbursement.
3. All unearned commission payments made under this Agreement shall be made by Empower and forwarded to the Producer in accordance with Empower's normal payment practices.
4. The total amount of unearned commission payments shall be considered the Producer's indebtedness. A maximum overall debit balance of \$ 1,000.00, shall be placed on the overall indebtedness, preventing future unearned commission payments until the indebtedness is reduced.
5. If producer becomes inactive then producer hereby promises and agrees to pay Empower interest on the unpaid balance of any indebtedness at a rate established from time to time by Empower which will not exceed 1 and ½ percent per month, or the maximum legal rate of interest under applicable Federal and State (Texas) law, whichever is less.
6. This Agreement may be terminated or suspended at any time by Empower. Termination or suspension of this Agreement shall be effective on the date written notice of termination or suspension is mailed by Empower to the Producer at the last known business address of the Producer shown in Empower's files. Any business in process as of the date of termination or suspension shall be processed on an as-earned basis unless Empower advises to the contrary in its notice of termination or suspension. In the event of termination of this Agreement, all unearned commission in excess of commission earned shall be due and payable to Empower immediately. To assure that the indebtedness will be repaid, Producer hereby grants to Empower a first priority security interest in and right of off set against the following: any commissions and bonuses

payable to Producer by Empower or any of its affiliates and any credits and value from property held in Producer's name with Empower.

7. Upon termination of this Agreement, Producer agrees to pay all indebtedness to Empower upon demand. Producer understands that demand will not be made until that indebtedness exceeds any amounts of projected earned commissions for the next twelve (12) months, as determined solely by Empower. Producer further understand that Empower may demand repayment if Producer fails to write any new cases in a thirty (30) day period.
8. Empower may, at its sole discretion, modify the terms of this Agreement at any time. Such modification shall take effect upon Empower's mailing of notice of modification to the last known address of the Producer. Any business signed prior to the modification shall be processed in a manner previous to such modification.
9. This Note and Agreement shall survive the termination of all contractual relationships between the undersigned and Empower. It is further agreed that in the event it becomes necessary to enforce payment of this Agreement through legal action, Producer agrees to pay the reasonable attorney fees and court costs incurred by Empower. All amounts due hereunder shall be payable at Empower's office in Fort Worth, Texas.
10. This Agreement shall have no force or effect until accepted by Empower.

I, \_\_\_\_\_ (Producer), affirm and fully understand the terms and conditions of this Advance Commission Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Producer

#### GUARANTEE

The above Agreement having been executed at my request, I hereby guarantee the payment of all sums advanced to me under this Agreement. I understand that any and all commissions, both first year and renewal, under any contract I have entered or will enter into with Empower Brokerage, are hereby irrevocably assigned to Empower as security for the repayment of sums guaranteed by my endorsement hereon and that I am personally responsible upon demand for the repayment of any advances made by Empower pursuant to the Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Producer



## Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

**Access to Debit-Check Information:** You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

### AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

**BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):**

(A) \_\_\_\_\_ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) \_\_\_\_\_ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) \_\_\_\_\_ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

**Agent/Agency Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FOR COMPANY USE ONLY**

**AGREED AND ACKNOWLEDGED BY COMPANY:**

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_