



Contracting Check list

To ensure your contracting experience runs as smooth as possible, please complete the agent name, recruiter name, carrier, and include the check points below.

Attach this check list to all new contracting when submitting.

Thank you!

Agent name: _____

Recruiter name: _____

Carrier: _____

- ✓ **Do you want advance commissions (if available)**
check one: _____ yes _____ no
- ✓ Included a copy of your current license?
- ✓ Included a copy of your current E&O?
- ✓ Included a Voided Check?
- ✓ Included a copy of your signed commission schedule?*
- ✓ Included a copy of your current AML training?
- ✓ Included any/all fees?***
- ✓ Signed where indicated

You can submit your contracting one of the following ways:

Fax: 712-642-4248

Mail: Western Marketing – 318 West Huron – Missouri Valley, IA 51555

Email contracting to: licensing@wmacorp.com

*if signature is required on commission schedule

***if fees are required, if you are not sure, call our contracting department: 800-852-7152

First **Catholic** Slovak Ladies **Association**



24950 Chagrin Blvd., Beachwood, Ohio 44122-5634

Phone: (216) 464-8015
Toll Free: (800) 464-4642
Fax: (216) 464-9260
E-Mail: info@fcsla.org
www.fcsla.org

FCSLA CONTRACTING INSTRUCTIONS

1. Complete the Application for Producer Agreement Form
2. Sign both contracts (print name under signature)
3. Send the Application and both contracts along with a copy of all state life insurance licenses (and a copy of your E & O declaration page if applicable) to:

Attention: Michelle Studniarz
First Catholic Slovak Ladies Association
24950 Chagrin Blvd
Beachwood OH 44122

If you have any questions about contracting, please contact Michelle Studniarz at (800) 464-4642 Ext. 1029.

Thank you for your interest.

WESTERN MARKETING ASSOC. CORP.
108 N 2nd Street, P.O. Box 385
Missouri Valley, IA 51555
1-800-852-7152
Fax 712-642-4248

Life Insurance and Annuities – Discover the Fraternal Advantage.

EDUCATION

College _____ How Many Years? ____ Graduate? Yes ___ No ___

College _____ How Many Years? ____ Graduate? Yes ___ No ___

High School _____ How Many Years? ____ Graduate? Yes ___ No ___

Insurance Degrees or Designations Earned _____

Number of years in the insurance business? _____

Awards, Achievements?

EMPLOYMENT

Company Name _____

Company Address _____

Telephone _____

Position _____

Worked from: Month _____ Year ____ to: Month _____ Year ____

Insurance Companies/Fraternal Societies currently licensed with:

Why do you want to contract with FCSLA? _____

REFERENCES:

Name _____

Address _____

Phone _____

Name _____

Address _____

Phone _____

Please read and understand this statement before signing your application.


The information I have provided in this application is true, correct, and complete. False, incomplete, or misrepresented information of any kind will be sufficient for my application to be rejected.

I authorize FCSLA to contact any former employers, insurance companies, fraternal societies, educational institutions, or references to obtain information about me to verify the accuracy of information I have disclosed in this application. I authorize FCSLA to obtain information from any investigative agency. I also authorize FCSLA to contact any state insurance department where I have been or may be currently licensed, to obtain information.

This application is not an agreement to contract, and I understand that FCSLA has the right to reject any application without explanation. I understand that any agreement to contract with FCSLA must be countersigned by a National Officer of the Society.

I fully understand and accept all terms and conditions in the above statement.

Date _____

 Signature _____

Print Name _____



FIRST CATHOLIC SLOVAK LADIES ASSOCIATION
SALES REPRESENTATIVE AGREEMENT

This Agreement between First Catholic Slovak Ladies Association (hereinafter referred to as "FCSLA") and _____ (hereinafter referred to as the "Sales Representative") is effective as of the ____ day of _____, _____ (the "Effective Date") and is subject to the following terms and conditions:

- I. **Term:** This Agreement shall remain in effect beginning on the Effective Date and shall continue until cancelled by either party in accordance with the termination provisions set forth in Article VIII hereof, or until otherwise replaced by a new agreement.
- II. **Appointment of the Sales Representative:** This Agreement hereby engages the Sales Representative to represent FCSLA on a non-exclusive basis in states where both the Sales Representative and FCSLA are licensed to do business and listed on Exhibit A attached hereto (as amended from time to time at the sole discretion of FCSLA) (the "Territory"). The Sales Representative is authorized to solicit and procure applications in the Territory for FCSLA Products (as defined in Article IV) subject to the terms of this Agreement and the terms of such FCSLA Products.
- III. **Relationship Between the Sales Representative and FCSLA:** Nothing in this Agreement shall be construed as creating a relationship of either employee and employer or a partnership between the Sales Representative and FCSLA. The Sales Representative is an independent contractor and has no authority except that which is expressly set forth in this Agreement. In addition to the other restrictions in this Agreement, the Sales Representative is expressly prohibited from: (a) binding FCSLA by any promise or agreement; (b) incurring any debt or liability on behalf of FCSLA; (c) altering or waiving any question or answer on any application for insurance or the terms or provisions of any certificate issued by FCSLA; or (d) charging any expense in FCSLA's name. It is understood that FCSLA will not withhold taxes or withhold or pay Social Security for the Sales Representative. It is also understood that FCSLA will not reimburse expenses incurred by the Sales Representative in his or her course of doing business. Any agreements, contracts or arrangements between an FCSLA general agent ("General Agent") and Sales Representative shall not be binding upon FCSLA. Furthermore, the Sales Representative shall not permit or authorize any third party, who is not an FCSLA Sales Representative or FCSLA General Agent, to sell any FCSLA Products. In the event that the Sales Representative is determined by FCSLA to have entered into such an agreement, contract or arrangement, or has shared his/her commissions with any such third party, any and all commissions owed by FCSLA payable to the Sales Representative

shall be forfeited, whether or not directly related to such agreement, contract or arrangement.

IV. **Authority and Responsibilities.** The Sales Representative agrees to abide by the terms and conditions of this Agreement and any and all rules and practices of FCSLA, including but not limited to, rate books, instruction manuals, written and verbal communications, bylaws and the terms and conditions of life insurance and annuity products sold by FCSLA (the "FCSLA Products"). The Sales Representative agrees to abide by all local, state and federal laws and regulations (including all applicable annuity and life insurance suitability laws) in conducting business under this Agreement. The Sales Representative agrees to be held responsible for the actions of his or her employees. The Sales Representative agrees to indemnify FCSLA for any costs, expenses and damages (including reasonable attorney's fees and costs) resulting from any unauthorized act by the Sales Representative's employees or any acts or omissions of Sales Representative.

V. **Limitations of Authority:**

- A. The Sales Representative shall not possess or exercise any authority not specifically granted in this Agreement and shall not have the authority to extend the time of payment of any premium, waive or alter any part of any FCSLA Product, use, publish or circulate any unauthorized materials when representing FCSLA (during the term of this Agreement), or pay any claim, except as specifically previously authorized in writing by FCSLA.
- B. The Sales Representative shall not receive any monies except as stated herein or in a written communication executed by FCSLA.
- C. The Sales Representative shall not solicit or procure applications for FCSLA Products or any other approved products using coercive, misleading or deceptive statements or practices.
- D. The Sales Representative shall not solicit or induce or encourage others to solicit or induce any FCSLA Product holder to relinquish or replace any FCSLA Product issued without following all appropriate laws and regulations pertaining to replacement and without following all rules and procedures and policies of FCSLA. Should FCSLA terminate this Agreement due to a violation of this provision, all future commissions owed to the Sales Representative under Article VII shall be forfeited regardless of any other provision of this Agreement.

VI. **Territory:** The Sales Representative is authorized by FCSLA to solicit business in the Territory. The Sales Representative agrees that he or she does not have exclusivity in the Territory and that FCSLA may appoint or assign other authorized FCSLA general agents or sales representatives in any area (including the Territory) where FCSLA does business or becomes licensed to do business.

VII. Compensation:

- A. During the term of this Agreement, the Sales Representative will be paid commissions by FCSLA for FCSLA Products that he or she sells and FCSLA issues. All FCSLA commissions will be paid as premiums are received in accordance with FCSLA policies and procedures, which may be amended by FCSLA from time to time. No advanced commissions will be paid. All commissions will be paid according to the current FCSLA Schedule of Commissions (as amended from time to time in FCSLA's sole discretion) and attached hereto as Exhibit B.
- B. The FCSLA Schedule of Commissions may be altered, amended or adjusted by FCSLA at any time by FCSLA mailing to the Sales Representative the new Schedule at least ten (10) days prior to the effective date of the change at the address set forth in Article X(I) herein. Such change will not affect commissions on applications received by FCSLA prior to the effective date of such change.
- C. The Sales Representative agrees that FCSLA shall have a first lien on any and all sums due to the Sales Representative for any indebtedness, obligation or liability owed by the Sales Representative to FCSLA. Additionally, FCSLA is authorized to offset commissions or any other payments to satisfy said indebtedness, obligation or liability.

VIII. Termination; Vesting of Commissions:

- A. Termination of this Agreement by either party may be made at any time without cause by mailing to the other party written notice of termination to the address set forth in Article X(I) hereto.
- B. This Agreement will terminate automatically upon the (i) death of the Sales Representative, (ii) revocation, suspension, termination or non-renewal of the Sales Representative's life insurance license, or (iii) the conviction of a felony by the Sales Representative. The Sales Representative hereby covenants that he or she will notify FCSLA within two (2) business days of the revocation, suspension, termination, non-renewal of the Sales Representative's insurance license or the conviction of a felony by the Sales Representative.
- C. FCSLA may terminate this Agreement for cause by mailing notice of such termination to the address of the Sales Representative set forth in Article X(I) and such termination shall be effective upon such mailing. For purposes of this Article VIII(C), "cause" shall mean the following:
 - 1. Violation of any provision in this Agreement;
 - 2. Violation of any state or federal law or regulation (other than which results in the conviction of a felony);

3. Inducing or attempting to induce any FCSLA member to replace or relinquish his or her FCSLA certificate or membership in violation of FCSLA's rules and regulations;
4. Inducing or attempting to induce any FCSLA sales representative or general agent to terminate his or her agreement with FCSLA;
5. Any interference with the collection of renewal premiums by FCSLA;
6. Any misappropriation or co-mingling of funds;
7. Any conduct which could harm the reputation or good name of FCSLA;
8. Any fraudulent act or misrepresentation of any FCSLA Products;
9. Any transmittal of privileged information obtained from FCSLA or the sales process;
10. Any failure to abide by FCSLA's rules and regulations communicated in writing or verbally; or
11. Any splitting or sharing of fees by and between the Sales Representative and any third party who is not an FCSLA sales representative or general agent.

D. If this Agreement is terminated as a result of the death or total and permanent disability of the Sales Representative, or by FCSLA without cause, any life insurance commission payments then due or becoming due thereafter to the Sales Representative under this Agreement, subject to any lien of FCSLA thereon, shall be payable to the Sales Representative or the Sales Representative's estate, as applicable, at a commuted value equal to the present value of the commissions less interest and less a risk factor amount as determined by FCSLA in its sole discretion. For purposes of this Article VIII(D), "total and permanent disability" shall mean the inability of the Sales Representative to perform the essential functions of his or her position for a period of 365 consecutive days. The vesting of commission payments set forth in this Agreement shall be forfeited at any time if this Agreement is terminated by FCSLA pursuant to Article VIII(B) (except with respect to subsection (i)) or Article VIII(B).

IX. **Confidentiality:** The Sales Representative hereby agrees to retain in strict confidence all information conveyed to him or her by FCSLA (including its members, directors, officers and employees) regarding the business of FCSLA, unless such information is or becomes available to the Sales Representative on a non-confidential basis from a source other than FCSLA, provided that such other source is not bound by a confidentiality agreement with FCSLA. The Sales Representative hereby agrees to use such information only in connection with his or her engagement with FCSLA and will not otherwise use it in his or her business or disclose it to others, except that he or she shall have the right to communicate the information to his or her directors, officers and employees (if any) who

may be required by their duties to have knowledge thereof, provided that such individuals are informed that the information is strictly confidential and subject to this Agreement and agrees not to disclose or use the information except as provided herein. The Sales Representative hereby acknowledges and agrees that he or she shall be responsible for any breach of this Agreement by any such persons.

X. Miscellaneous:

- A. The Sales Representative agrees that, in addition to other remedies and damages available, FCSLA will be entitled to recover its costs of enforcement or defense, including reasonable attorney fees and costs, in the event the Sales Representative breaches any provision in this Agreement.
- B. FCSLA's failure to enforce or exercise any rights hereunder shall not constitute or waive any right, condition or obligation by the Sales Representative under this Agreement.
- C. In the event that the Sales Representative becomes indebted to FCSLA for any reason, any and all commissions due or which may become due shall be set off against such indebtedness. Should such indebtedness total a greater amount than commissions so due then such obligation is acknowledged as a valid claim against the Sales Representative or his or her estate.
- D. This Agreement constitutes the entire agreement between the Sales Representative and FCSLA. FCSLA shall not be bound by any promise, understanding or representation unless made in writing and signed by both parties to this Agreement. This Agreement supersedes any previous agreements, both verbal and written, if any, between the Sales Representative and FCSLA, and the Sales Representative hereby releases and forever discharges FCSLA from any and all obligations under such previous agreements, excluding any existing commission obligations owed by FCSLA to the Sales Representative according to the terms of such prior contracts or agreements.
- E. This Agreement, or any right or interest hereunder, is not transferable or assignable by the Sales Representative without the prior written consent of FCSLA.
- F. The Sales Representative authorizes FCSLA to furnish information regarding the Sales Representative's record with FCSLA or to disclose any information obtained by FCSLA in any investigative report, to any regulatory or government agency or any other person or entity. No liability shall be incurred by FCSLA, its directors, officers, employees or agents, due to the release of such information.
- G. In the event that any term or provision of this Agreement is held to be invalid or in conflict with any law or regulation, the validity of the remaining provisions of this Agreement shall not be affected.

H. FCSLA reserves the right to modify the terms of this Agreement at any time, by giving written notice of any modification to the Sales Representative. Any modification shall apply only to certificates issued subsequent to the receipt by the Sales Representative of notice of such modification.

I. All notices pertaining to this Agreement shall be sent to the following addresses, unless prior written notice is received that notices should be sent to an alternative address:

If to FCSLA:

The First Catholic Slovak
Ladies Association
24950 Chagrin Boulevard
Beachwood, OH 44122
Attn: Mary Ann Johanek, Esq., President

If to Sales Representative:

J. This Agreement shall be construed under the laws of the State of Ohio, without regard to the choice-of-laws or conflicts-of-laws provisions thereof. Each party hereto agrees that any claim relating to this Agreement shall be brought solely in the state or federal courts in Cuyahoga County, Ohio and all objections to personal jurisdiction and venue in any action, suit or proceeding so commenced are hereby expressly waived by all parties hereto. The parties waive personal service of any and all process on each of them and consent that all such service of process shall be made in the manner, to the party and at the address set forth in Article X(I) of this Agreement, and service so made shall be complete as stated in such Article.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first mentioned above.



By: _____

Date: _____

("Sales Representative")

**FIRST CATHOLIC SLOVAK LADIES
ASSOCIATION**

By: _____

Date: _____

Its: _____

By: _____

Date: _____

Its: National Sales Manager

("FCSLA")

WESTERN MARKETING ASSOC. CORP
108 N 2nd Street, P.O. Box 385
Missouri Valley, IA 51555
1-800-852-7152
Fax 712-642-4248

EXHIBIT B
FCSLA COMMISSION SCHEDULE Effective 12/1/2007
Sales Representative

| <u>Product</u> | <u>1st Year</u> | <u>2nd Year</u> | <u>Years 3-10</u> |
|---------------------------|-----------------|------------------|-------------------|
| LPU 85 | 80% | 10% | 4% |
| 20 Pay Life | 80% | 10% | 4% |
| 10 Pay Life | 80% | 6% | 6% |
| 20 Yr Level Term | 43% | To be announced | To be announced |
| Return of Premium Rider | 43% | To be announced | To be announced |
| YRT | 45% | Years 2 - 6 — 4% | |
| Youth Term | 60% | No renewal | |
| Youth Term Single Premium | 8% | | |
| SPWL | 8% | | |
| FPDA | 1.75% | All Deposits | |
| SPIA | 1.75% | | |

ALL PERCENTAGES APPLIED TO PREMIUMS AS RECEIVED

Single Premium Whole Life Insurance

Certificate Information:

Insured Name:
 Issue Age/ Sex: 60 Male
 Premium Class: Standard No Tobacco
 Issue State: Ohio

Face Amount: \$232,558
 Contract Premium: \$100,000.00
 Dividend Option: Paid Up Additions

Non-Guaranteed Values

Yearly Detail:

| End of Certificate Year | Age | Guaranteed | | | Non-Guaranteed* | | | |
|-------------------------|-----|---------------------|------------------------|---------------------------|------------------|---------------------------------|------------------|---------------------|
| | | Contract Premium | Certificate Cash Value | Certificate Death Benefit | Annual Dividend | Paid Up Additions Death Benefit | Total Cash Value | Total Death Benefit |
| 1 | 61 | \$100,000.00 | \$103,488 | \$232,558 | 0.00 | \$0 | \$103,488 | \$232,558 |
| 2 | 62 | \$0.00 | \$106,744 | \$232,558 | 1,137.21 | \$2,479 | \$107,881 | \$235,037 |
| 3 | 63 | \$0.00 | \$110,233 | \$232,558 | 1,182.24 | \$4,974 | \$112,590 | \$237,532 |
| 4 | 64 | \$0.00 | \$113,488 | \$232,558 | 1,228.04 | \$7,491 | \$117,143 | \$240,049 |
| 5 | 65 | \$0.00 | \$116,977 | \$232,558 | 1,277.06 | \$10,032 | \$122,018 | \$242,591 |
| | | <u>\$100,000.00</u> | | | <u>4,824.55</u> | | | |
| 6 | 66 | \$0.00 | \$120,465 | \$232,558 | 1,324.54 | \$12,589 | \$126,988 | \$245,147 |
| 7 | 67 | \$0.00 | \$123,953 | \$232,558 | 1,372.82 | \$15,156 | \$132,058 | \$247,714 |
| 8 | 68 | \$0.00 | \$127,442 | \$232,558 | 1,424.36 | \$17,748 | \$137,194 | \$250,306 |
| 9 | 69 | \$0.00 | \$130,930 | \$232,558 | 1,476.81 | \$20,362 | \$142,434 | \$252,920 |
| 10 | 70 | \$0.00 | \$134,651 | \$232,558 | 1,527.64 | \$22,990 | \$148,017 | \$255,548 |
| | | <u>\$100,000.00</u> | | | <u>11,950.72</u> | | | |
| 11 | 71 | \$0.00 | \$138,140 | \$232,558 | 1,581.84 | \$25,647 | \$153,406 | \$258,205 |
| 12 | 72 | \$0.00 | \$141,860 | \$232,558 | 1,637.02 | \$28,332 | \$159,136 | \$260,890 |
| 13 | 73 | \$0.00 | \$145,581 | \$232,558 | 1,693.18 | \$31,024 | \$165,093 | \$263,582 |
| 14 | 74 | \$0.00 | \$149,070 | \$232,558 | 1,750.19 | \$33,755 | \$170,707 | \$266,313 |
| 15 | 75 | \$0.00 | \$152,791 | \$232,558 | 1,808.26 | \$36,503 | \$176,806 | \$269,061 |
| | | <u>\$100,000.00</u> | | | <u>20,421.21</u> | | | |
| 16 | 76 | \$0.00 | \$156,512 | \$232,558 | 1,864.59 | \$39,263 | \$183,040 | \$271,821 |
| 17 | 77 | \$0.00 | \$160,000 | \$232,558 | 1,924.49 | \$42,053 | \$189,002 | \$274,611 |
| 18 | 78 | \$0.00 | \$163,488 | \$232,558 | 1,982.69 | \$44,869 | \$195,086 | \$277,427 |
| 19 | 79 | \$0.00 | \$166,977 | \$232,558 | 2,041.86 | \$47,707 | \$201,298 | \$280,265 |
| 20 | 80 | \$0.00 | \$170,465 | \$232,558 | 2,101.99 | \$50,565 | \$207,646 | \$283,124 |
| | | <u>\$100,000.00</u> | | | <u>30,336.83</u> | | | |
| 21 | 81 | \$0.00 | \$173,721 | \$232,558 | 2,163.06 | \$53,442 | \$213,903 | \$286,000 |
| 22 | 82 | \$0.00 | \$176,977 | \$232,558 | 2,222.22 | \$56,353 | \$219,995 | \$288,912 |
| 23 | 83 | \$0.00 | \$180,000 | \$232,558 | 2,279.51 | \$59,294 | \$225,964 | \$291,852 |
| 24 | 84 | \$0.00 | \$183,023 | \$232,558 | 2,337.74 | \$62,263 | \$232,049 | \$294,821 |
| 25 | 85 | \$0.00 | \$186,047 | \$232,558 | 2,396.90 | \$65,259 | \$238,254 | \$297,817 |
| | | <u>\$100,000.00</u> | | | <u>41,736.26</u> | | | |

* These benefits and values are not guaranteed; the assumptions on which they are based are subject to change by the insurer and actual results may be more or less favorable.

*This illustration is not complete unless all numbered pages are included.
 This is an illustration and not a contract.*

Product Code: 20612
 Form Number: 01-SPWL-05

Product Name: Single Premium Whole Life
 Product Type: Paid Up Whole Life Insurance
 First Catholic Slovak Ladies Association

Date Prepared: 02/13/2008
 Presented by: Patrick F. Braun, FIC, CLU, LUTCF