



APPOINTMENT AS INDEPENDENT AGENT/CONTRACTOR:

CAREINGTON International Corporation (hereinafter called the “Company”) and

(Hereinafter called the “Agent” or “Contractor”) hereby mutually agree as follows:

GENERAL COVENANTS:

1. The parties intend that an independent contractor relationship is created by this agreement and Contractor agrees that the parties to this Agreement are not partners, joint ventures or agents of the other in any sense, and neither has the power to bind or obligate the other party.
2. Contractor agrees that he/she personally, or through agents or employees, will contact persons eligible to participate in the Company’s dental program on a retail basis in order to enroll them in same.
3. Contractor shall follow all rules set out by the Company in securing applications for the Company’s dental program, such applications to be in the form attached. Primary contact for questions regarding such applications and marketing of the program shall be to Quality Benefits, Inc. as agent for company.
4. Contractor shall use only materials or supplies, rates, or other printed material furnished by Company and/or approved by Company in writing prior to anticipated use.
5. Contractor shall have no authority to make, change or alter any materials containing Company name or logo without prior written approval by the Company, nor use such materials for any purpose other than that so designated by the Company in writing, nor make any other representations regarding the program.
6. “The Dental Panel” shall mean the group of providers (independent contractors) with whom the Company has recruited to provide dental services under this Agreement. The Company has valuable rights in the identity of the members of the Dental Panel. Contractor, and his/her clients, agrees not to knowingly solicit a provider contract, other than through this Agreement, utilizing provider lists or other data provided by or obtained from the Company concerning a protected member of The Dental Panel for the purpose of establishing a separate dental panel during the term of this Agreement, and for a period of two years after termination of this Agreement.

Contractor, and his/her clients, may contract with other parties from time to time from publicly available lists of dentists to solicit some of which may contain information of the same or similar nature to that contained on the Company proprietary list.

7. This agreement shall not apply to any access or value added groups such as HMO’s or PPO’s. Any marketing of the program to any such access or value added group shall be on a case by case basis subject to prior agreement of the parties before any such marketing efforts begin. Contractor will notify the Company of any access or value added group identified as a potential marketing target and coordinate with the Company as to all marketing contact with such a group.

COMPENSATION:

1. Company agrees to cause to be paid to Contractor a commission of 25% of the retail fees generated by those accounts enrolled by Contractor of his agents or employees. Commissions shall be paid on only those members who remain enrolled in the program and are in good standing payment-wise.
2. Agent shall submit all enrollment fees to the Company. The Company then agrees to reimburse Agent 100% of the enrollment fees along with the monthly commissions.

TERMINATION:

1. This Agreement terminates upon the death of Agent.
2. This Agreement can be terminated by either party without cause by thirty (30) days written notice.
3. Upon termination of the Agreement, Contractor will return any and all materials furnished by Company, along with any enrollments which Contractor may have on hand not previously furnished Company.
4. The Company shall be entitled to terminate this Agreement for cause upon notice to the Agent effective immediately upon receipt if any of the following events shall occur:
 - a) Breach any provision of this Agreement;
 - b) Revocation, cancellation or suspension of the license of the Agent;
 - c) Violation of any applicable law or regulations of the State of Texas or the Agent's home state, or the Federal Government.
5. Contractor agrees to indemnify and hold the Company harmless from any and all claims, suits, demands or other causes of action, including reasonable attorneys' fees and expenses which may arise or be asserted against the Company by reason of the operation of Contractor's business unless its claim, suit or cause of action relates to Contractor's services on behalf of the Company, in compliance with the terms and provisions of this Agreement and/or the forms, documents and other materials provided to him/her by the Company. In addition, Contractor will indemnify and hold the Company harmless from all costs and expenses directly or indirectly from his failure to pay taxes attributable to his/her compensation under this Agreement.

PERFORMANCE AND VENUE

The parties agree that this Agreement is performable in Dallas County, Texas, the domicile of Company. Any actions brought by any party to this Agreement must be brought in Dallas County, Texas.

This Agreement will take effect as of the date indicated. No change will be binding unless executed in writing and signed by both parties and made a part of this Agreement.

MA: QUALBE OR: MOTSCZ

Agent's Name: _____

TPID # or SS#: _____

Address: _____

City: _____ **ST:** _____ **Zip:** _____

Phone: () _____ **Fax:** () _____

E-mail: _____

By: **X** _____
Signature Date

The Company: CAREINGTON International

Name: **Barbara Flood** _____

Title: **Chief Executive Officer** _____

By: _____
Signature Date

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole Proprietor.—You must enter your **individual** name as shown on your social security card. You may enter your business, trade, or “doing business as” name on the **business name** line.

Other Entities.—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or “doing business as” name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing “Applied For” means that you have already applied for a TIN **OR** that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write “Exempt” in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

² Circle the minor’s name and furnish the minor’s SSN.

³ You must show your individual name, but you may also enter your business or “doing business as” name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



Custom Information for
CAREINGTON Dental Website
(Please print very clearly)

1. Name your site**: **http://YOURNAME.cidental.com** (Note: no “www” is used).

Print your first choice: http:// _____ .cidental.com

Print your second choice: http:// _____ .cidental.com

Be sure your name is **yours or a **company name** or **your domain name**, not a common name like yahoo!, or Infolink, or something similar. **Initials are OK!**

2. The name of your business (This will appear on your web pages).
For example, “John Doe Agency” or “John Doe & Associates”

Print your business name: _____

3. **Your contact telephone number, with area code:**

800 number (if any) _____

Local number _____

4. **Your fax number, with area code:** _____

5. **Your email address** _____

6. **Your complete business address:**

Thank you. Please allow two weeks for completion of your website.



****Producer Agreement for QUALBE ****
1203 Lake Street, Suite 210
Fort Worth, Texas 76102
Email: sales@cidental.com

PRODUCER AGREEMENT

This Producer Agreement (this "*Agreement*") is entered into by and between CAREington International Corporation, a Texas corporation ("*Careington*"), and the undersigned ("*Producer*") and shall be effective as of the date written below.

RECITALS

WHEREAS, Careington is in the business of creating, consolidating, marketing and administering dental plans and other benefits through its own network of dentists and through agreements with various companies and distributors of consumer benefit products (herein referred to as "Benefit Providers"); and

WHEREAS, Careington desires to enter into an agreement with Producer to provide for the placement of its benefits plans through the marketing efforts of Producer and Producer desires to enter into an agreement with Careington pursuant to which Producer will provide such placement and marketing services to its Producers pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Careington and Producer each hereby agrees as follows:

1. Definitions. The following definitions shall have the meanings given them in this Section 1 or in the Sections of this Agreement referred to in this Section 1:

"Benefits Plan" means the benefit plan or plans described on Schedule 1 attached hereto and made a part hereof.

"Benefit Provider" has the meaning given it in the Recitals to this Agreement.

"Member" means those individuals and their dependents determined eligible and current under the terms of payment specified herein and entitled to access the services provided under the Benefits Plan.

"Participating Provider" means a practitioner or provider of goods or services under the Benefits Plan.

"Marketing Representative" means a natural person, agency or brokerage firm having been employed by or appointed as independent contractors by Producer for the purpose of brokering or marketing the Benefits Plans on behalf of Producer.

2. Placement of Benefits Plans. Careington and Producer will work together to place Benefits Plans through Careington for the Marketing Representatives of Producer. Producer agrees that he/she personally, or through Marketing Representatives, will contact persons eligible to participate in the Benefits Plan in order to enroll them in same. Careington shall have the sole right to accept or reject membership or group applications for Benefits Plans. Producer shall receive such compensation as shall

be set forth in Section 6 of this Agreement. No Marketing Representative shall have the right to market or place any Benefits Plans prior to Careington's receipt of an executed Producer Agreement in form and substance satisfactory to Careington.

3. Independent Contractor. In submitting business to Careington, Producer is acting as agent for the applicant for Benefits Plan and is not acting as an agent, subagent or broker for Careington. This Agreement does not create a partnership, joint venture or employment relationship between Careington and Producer. Producer is acting in its individual capacity as an independent contractor and shall have the exclusive right to direct its scope of activity hereunder.

4. Limitation of Authority and Responsibilities. Producer shall have no authority to (i) bind Careington, (ii) make, alter or vary any terms of coverage under the Benefits Plans; (iii) waive or modify terms of payment of any membership fees owing for the Benefits Plans; (iv) make, change or alter any materials containing the Careington name or logo without prior written approval by Careington, nor use such materials for any purpose other than as designated by Careington in writing or (v) incur any liabilities or obligations on behalf of Careington. Careington shall have no responsibility to any Member, sub-agent, solicitor, or sub-producer with regard to the adequacy, amount or form of benefits obtained under the Benefits Plans.

5. Payment of Membership Fees. Producer guarantees the payment to Careington of all membership fees on Benefits Plans placed by Producer through Careington. Such payment is due and shall be paid to Careington by Producer in accordance with payment terms established from time to time by Careington and is due and payable whether or not Producer has collected the applicable fees, except in the case where such fees have been remitted directly to Careington. Producer shall be liable for and shall pay return commissions at the same rate as originally credited to Producer for all return fee adjustments or cancellations made at the option of Careington, the Member or otherwise. Producer assumes the credit risk of advancing membership fees to Careington before collecting membership fees from a Member. Producer shall perform this guarantee upon demand of Careington at any time with respect to any uncollected fees or unpaid return fees then outstanding. Producer acknowledges that Careington, without limitation of other remedies, reserves the right to cancel Benefits Plans for non-payment of membership fees to Careington.

6. Commissions. Commissions shall be payable to Producer under the conditions set forth in this Agreement. Careington will pay Broker a commission on premiums collected as set forth in the Broker's Commission Schedule attached hereto and made a part hereof for all purposes.

7. Changes in Commission Structure. Careington shall have the right expressly reserved to change, at any time, and from time to time, the rate of commissions on Benefits Plans placed by Producer but such change shall not affect commissions or deferred commissions on Benefits Plans placed by Producer prior thereto.

8. Accounting. Accounts of commissions due Producer are to be rendered by Careington each month, together with all commissions due Producer.

9. Termination of Commissions. It is expressly understood and agreed that if Producer or any of its Marketing Representatives cause or aid or abet others to cause any of Careington' Members to cancel, lapse or fail to renew their Benefits Plans with Careington, or if Producer or any of its Marketing Representatives cause or aid or abet others to cause any of Careington' members to purchase the same or similar membership benefits from another provider, then if either of said events occur, no further commissions of any type shall thereafter accrue or be payable under this Agreement and this Agreement shall automatically terminate upon the occurrence of either of such events.

10. Confidentiality; Non-Solicitation; Non-Circumvention.

(a) In performing its obligations pursuant to this Agreement, each party may have access to and receive disclosure from the other of certain proprietary and confidential information, including, but not limited to, financial records, technological developments, marketing strategies, Member lists, Participating Provider lists, employee lists, and other information considered by the disclosing party to be confidential and proprietary (herein collectively referred to as "Confidential Information"). For purposes of this Section 10, the financial terms of this Agreement are Confidential Information of each party. Confidential Information does not include: (i) information learned from a third party entitled to disclose it and who is not in violation of a contractual, legal or fiduciary obligation to either party, (ii) information which is or becomes known publicly through no fault of either party or, (iii) information already known by either party prior to disclosure from the other party, as shown by the receiving party's records.

(b) Each party will receive Confidential Information in confidence, will use it solely for the purpose of and as necessary to fulfill its obligations under this Agreement and will not reveal it to any third party, other than a corporate affiliate, without the express written consent of the other party. Each party will take appropriate measures to prevent its agents, employees and subcontractors from using or disclosing any Confidential Information, except as is expressly permitted under this Agreement.

(c) During the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, Producer will not, directly or indirectly, through or on behalf of itself or any other entity or individual, solicit, or attempt to solicit, any Participating Provider to provide goods or services to any Member or to contract with or join any panel or network.

(d) During the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, neither Producer nor any of its Marketing Representatives shall, either directly or indirectly (i) attempt in any manner to commercially circumvent, avoid, bypass, or obviate Careington in any transaction with any of Careington's Benefit Providers in an effort to avoid the payment of, or decrease the amount of, fees or other compensation which would have otherwise been payable to Careington had Producer or the Marketing Representative included Careington in the transaction; or (ii) attempt in any manner to commercially exploit or circumvent Careington's existing or proposed business concepts, plans and/or business contacts, unless Producer or the Marketing Representative first obtains Careington's prior written consent (which such consent may be given or withheld at Careington's sole discretion).

(e) At no time will Producer contract with, or attempt to contract with, any third party to provide such third party any or all of the services or benefits provided in the Benefits Plan on a wholesale basis for resale by such third party on a retail basis to any consumer or on a wholesale basis to another marketer or provider of such services or benefits.

(f) The provisions of this Section 10 will survive termination of this Agreement.

11. Claims. Producer shall notify Careington promptly of any claims, suits or notices of loss (or circumstances which might reasonably be expected to result in a claim, suit or notice of loss) and shall cooperate fully with Careington to facilitate the investigation and adjustment of any claim as requested by Careington.

12. Monies Held By Producer. Producer shall hold any monies collected by Producer for the account of Careington in trust in a fiduciary account in accordance with the laws of the state where Producer resides or, if there are not such laws, in accordance with the laws of Texas.

13. Compliance With Laws. Producer warrants and agrees that: (i) Producer will comply with all applicable laws and regulations governing the conduct of the business contemplated by this Agreement; (ii) Producer is properly licensed, if necessary, to transact business as an agent or broker in accordance with the provisions of the laws of any state in which Producer transacts business; and, (iii) Producer will promptly notify Careington of any suspension, cancellation, or disciplinary action in respect of the agent or broker licenses of Producer.

14. Advertising. No advertisement referring to or using the name of Careington, any of its Benefit Providers, or any of their respective affiliates shall be printed, published or used in any way by Producer without the prior written approval of Careington.

15. Website Restrictions. In the event Producer or any Marketing Representative desires to promote or market any Careington service or product, including any Benefits Plan, through its own alternate Web site (an "Alternate Site") as opposed to Careington's corporate website (the "Careington Site"), Producer and each Marketing Representative shall fully comply with the following policies and limitations. These policies and limitations have been created to promote the integrity, security, reliability and privacy of the Careington Site. Any violation of these policies and limitations shall give Careington the right to immediately terminate this Agreement and Producer's right to market or solicit any Careington product or service, including any Benefits Plan, as well as the right to pursue all other legal remedies available to Careington.

(a) Alternate Sites shall not be designed or used in such a way as to be deceptively similar to the Careington Site or cause confusion in the marketplace by representing themselves as Careington or by using the unique layout of the Careington Site. The overall look of the Alternate Site shall not copy or emulate that of the Careington Site.

(b) Any link to the Careington Site shall only be used on the specified Alternate Site as submitted to and approved in writing by Careington. Unique content (photos and design elements) may not be taken directly from the Careington Site and used in the Alternate Site. Specific allowed graphics (such as trademarks and logos) and text may be used within an Alternate Site only with the express prior written consent of Careington. Graphics and/or text that are taken directly from the Careington Site with the prior written consent of Careington and used as specified must credit Careington by using the appropriate trademark/copyright disclaimer.

(c) Under no circumstances shall an Alternate Website use a URL that is the same as or similar to any URL of Careington. No Alternate Site shall use any derivation of the name "Careington" or similar spelling or sounding word in its URL. No Alternate Site shall use the name "CARE" in its URL.

(d) The trademarks, service marks and logos used and displayed on the Careington Site are registered and unregistered trademarks of Careington or its affiliates, unless otherwise noted. Neither Producer nor any of its Marketing Representatives may use the Careington trademarks and/or copyrighted materials including, but not limited to, names, slogans, logos, service marks and/or trade names without the express prior written consent of Careington. Nothing in this Agreement grants, by implication, estoppel or otherwise, any license or right to use any trademark or other intellectual property of Careington without Careington's authorization and prior written permission.

16. Termination. Either party may terminate this Agreement by giving seven (7) days written notice to the other. After the date of termination of this Agreement, Producer shall complete the

collection and accounting to Careington for all membership fees, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding Benefits Plans, including, but not limited to, return membership fees and return commissions. Upon termination of this Agreement, Producer will return any and all materials furnished by Careington. Termination of this Agreement shall not impair the right of Producer to receive first year and renewal commissions as may accrue on Benefits Plans placed through Producer prior to termination so long as Producer remains the agent of record. However, this Agreement shall automatically terminate and all renewal commissions hereunder shall cease and terminate if less than \$25.00 in monthly renewal commission payments are paid to Producer during the 25th contract month and each subsequent month thereafter. This Agreement and Producer's right to receive commissions hereunder shall terminate upon the death of Producer and none of Producer's successors, heirs or personal representatives shall have any right or claim to the continuing payment of commissions hereunder after the death of Producer.

17. INDEMNIFICATION. EACH PARTY AGREES TO DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY (AND ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) HARMLESS FROM AND AGAINST, AND PROMPTLY REIMBURSE IT FOR, ANY AND ALL LOSSES, EXPENSES, JUDGMENTS, STIPULATIONS, PENALTIES, DAMAGES, DEFICIENCIES, LIABILITIES AND OBLIGATIONS, INCLUDING, WITHOUT LIMITATION, SETTLEMENT COSTS, COSTS OF INVESTIGATION, PROSECUTION OR DEFENSE COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE BREACH OR MISREPRESENTATION BY A PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS, OR AGREEMENTS CONTAINED IN THIS AGREEMENT.

18. Notices. Any notices to be given hereunder by either party to the other must be in writing and by personal delivery or by fax or by mail, registered or certified, postage prepaid with return receipt requested.

19. VENUE AND LAW GOVERNING AGREEMENT. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL LIE IN DALLAS COUNTY, TEXAS.

20. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

21. Assignment. This Agreement for services by Producer is personal; it cannot be transferred, assigned, pledged, made subject to a security interest, or otherwise disposed of by Producer in whole or in part. This Agreement may be assigned by Careington to any of its affiliates.

22. Amendment. This Agreement may only be amended by the written consent of the parties.

23. Article and Other Headings. The headings contained in this Agreement are for reference purposes only and will not affect its interpretation.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year written below to be effective as of _____, 200_.

PRODUCER:

Name of Producer

*By: _____

Name:

Title:

Date: _____

Agent/Broker License Number and State

Social Security Number/or Federal I.D. Number

Address

City State Zip

Area Code Telephone Number Fax Number

Email Address

*If Producer is an individual, the individual must sign. If Producer is a partnership, one of the general partners must sign as general partner. If Producer is a corporation, an authorized officer must sign and indicate the title of such authorized officer.

CAREINGTON INTERNATIONAL CORPORATION

By: _____

Name:

Title:

Date: _____

CAREington International Corporation

BROKER'S COMMISSION SCHEDULE

The Commission Schedule payable on a monthly basis to Producer by Careington shall be as follows:

PLAN CODE	MEMBERSHIP FEES	FIRST YEAR COMMISSION	RENEWAL COMMISSION
Total Care	50%	25%	25%

Agent Recruiting Override Agreement for TOTAL CARE

1. Producer will recruit and maintain agents appointed by CAREINGTON to sell the TOTAL CARE plan. Producer will receive a 5% override commission on all business produced (sold) by sub-agents. This override does not apply to CAREINGTON TOTAL CARE sales personally generated by and attributed to Producer directly. The override commission does not apply to any other products offered by CAREINGTON. Overrides apply the TOTAL CARE Product specifically.

Executed at _____, this ____ day of _____,
200_.

CAREINGTON INTERNATIONAL CORPORATION

By: _____
Name:
Title:

Agent/Associate Program to use CiDental Banners and Links to sell CAREINGTON International Dental Plan Online

This Agent/Associate Program Agreement (the "Agreement") contains the terms and conditions that apply to your participation in the Quality Benefits, Inc. Agent/Associate Program (the "Program"). By signing at the end of the Agent/Associate application, you acknowledge that you have read and understand the terms and conditions of the Agreement and you agree to be legally bound by the Agreement. As used in this Agreement, "we" means Quality Benefits, Inc., and "you" means the Agent/Associate. "Site" means a World Wide Web site and, depending on the context, refers either to CiDental.com site located at the URL www.CiDental.com, or to the site that you will link to our site (and which you will identify in your Program application).

Joining the Agent/Associate Program

To become an Agent/Associate, you must submit agent licensing application and be licensed. We also reserve the right to reject your request of linking to our website if we determine (in our sole discretion) that your site is unsuitable for the Program. An unsuitable site includes, but is not limited to, a site that promotes: sexually explicit materials; violence; discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; or illegal activities. An unsuitable site also includes a site that uses "CiDental.com, careington.com" or variations or misspellings thereof in its domain names or otherwise violate intellectual property rights of CiDental.com.

Commissions

We will track new customers and sales through a Link or Banner program and will make available to you reports summarizing such sales activity. The form, content, and frequency of the reports may vary from time to time in our discretion. A new customer is someone who, during a visit through a Link, makes a first purchase from CiDental.com. For a sale to be eligible to earn commissions, the customer must visit our site through a Link, and purchase our program, and remit full payment to us. You will earn commissions on sales based on revenue derived by us from the sales, excluding the processing fee of \$15 one time charge. We will pay you commissions monthly, based on a minimum of \$25 earned and paid. Commissions not paid because of being insufficient to issue a check (\$25 minimum) will accumulate until the minimum is reached. If the customer cancels a application that generated a commissions, we will deduct the corresponding commissions from your next monthly payment. You will also earn the commissions on the sale as long as the purchaser continues owning the product, no matter how long this time period is.

Policies and Pricing

We will process applications placed by customers who visit CiDental.com using the Link and will be responsible for all aspects of application processing and fulfillment. Accordingly, all CiDental.com rules, policies, and operating procedures concerning customer applications and customer service will apply to those customers. We may change our policies and operating procedures at any time.

Limited License

We grant you a nonexclusive, revocable right to use the Link(s) and any graphic image and text necessary to establish a Link to CiDental.com from your site and such other images for which we grant express permission, solely for the purpose of identifying your site as an Agent/Associate and to assist in generating sales. You may only modify a Link, any graphic image or text, or any other of our images with permission. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. You agree to follow normal Trademark Guidelines, as those guidelines may change from time to time. We may revoke your license at any time by giving you written notice.

Responsibility for Your Site

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. Such responsibilities include, but are not limited to: the technical operation of your site and all related equipment; the accuracy and appropriateness of materials posted on your site ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights) ensuring that materials posted on your site are not libelous or otherwise illegal; creating and posting product reviews, descriptions, and references on your site and linking those descriptions to our site. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site. You hereby agree that your site will not, in any way, copy or resemble the look and feel of our site nor will you create the impression that your site is our site or is part of our site, nor will you frame any page on our site being viewed by a user of your site who links to our site through a link (unless permission is requested and granted). Permission will be absolutely granted if we deem that the copy, resembling, and impression is done to actually sell our product. Additionally, you agree that you will not create an integrated shopping cart between our site and your site. You also hereby agree that your site will not contain any content of our site or any materials which are proprietary to CiDental.com, except (i) with our prior permission, or (ii) materials which are obtained by you via the Program in accordance with the provisions hereof or the policies or instructions thereon. You further agree that you will not purchase or otherwise contract with a third party to exploit any of our marks for the purpose of causing the your site to appear as a search result or for any other reason.

Abuse of Promotions

We reserve the right to suspend access to our site through the Link in the event that we experience suspected abuse of the promotions being made available to customers through the Link.

Publicity

With the exception of identifying yourself as an Agent/Associate of our site, you shall not create, publish, distribute, or permit any written material that makes reference to us without first submitting such material to us and receiving our written consent.

Termination of Your Participation in the Agent/Associate Program

You will become an Agent/Associate immediately upon our acceptance of your agent licensing and will remain an Agent/Associate until either party terminates the Agreement. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you must immediately cease use of, and remove from your site, all links to our site, and all CiDental.com trademarks, trade dress and logos, and all other materials provided by or on behalf of us to you in connection with the Program. We reserve the right to terminate your participation in the Agent/Associate Program at any time if we determine (in our sole discretion) that your site is unsuitable for the Program. You are only eligible to earn commissions on sales occurring during the term, and commissions earned through the date of termination will remain payable only if the sales are not canceled.

Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the commission's schedule (only commissions on future sales, not prior sales) payment procedures, and Program rules. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.**

Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to you under this Agreement.

Confidentiality

Except as otherwise provided in this Agreement or with the consent of the party hereto, each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or you, shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Act of 1933, as amended, and rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

Disclaimers

We make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

Representations and Warranties You hereby represent and warrant to us as follows:

- a. This Agreement has been duly and validly agreed to and accepted by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.
- b. The execution, delivery, and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which you are subject, (ii) any order, judgment, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties.
- c. You are the sole and exclusive owner of your trademarks and have the right and power to grant to us the license to use your trademarks in the manner contemplated herein, and such grant does not and will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity.
- d. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by you in connection with the execution, delivery, and performance of this Agreement or the taking by you of any other action contemplated hereby.

