

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 Company 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.

Agent's Name: _____

TPID # or SS#: _____

Address: _____

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

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

E-mail: _____

Web Site: _____

By: **X** _____
Signature Date

The Company: Careington International

Name: **Barbara Flood**

Title: **Chief Executive Officer**

By: _____
Signature Date

| | |
|---------------------------------|--------------------------------|
| Managing Agent QUALBE | Working Agent OGILBZ |
|---------------------------------|--------------------------------|