

SK MARKETING, INC.

Independent Distributor Agreement

I hereby apply to become an independent Distributor, hereinafter ("Distributor") for SK Marketing, Inc. (hereinafter "Company") to market their Prescription Discount Club program, hereinafter ("Program").

As a Distributor, I understand and agree to the following ("Agreement"):

1. I am the greater of 18 years of age or the legal age of consent in the state in which I reside.
2. I shall become a Distributor upon acceptance of this application by the Company. As a Distributor, I shall have the right to introduce the Program to individuals, groups, associations and other affinity organizations. The Company reserves the right to deny an application for any reason.
3. I have carefully reviewed the company's policies and procedures and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by the Company. The company will notify me when any changes are made to policy and procedures.
4. I understand that upon acceptance of this application by the Company, I will be an independent contractor responsible for my own business and not an employee of the Company. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding at source for any federal, state or local laws.
5. I acknowledge that as a wholly independent contractor, I am not purchasing a franchise or exclusive distributorship and no fees, other than an annual Distributor enrollment/administrative fee, will be required from me for the right to distribute the Company's products pursuant to this Agreement. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, legal representative, partnership or joint venture between any distributor, sponsor, and/or the Company.
6. As an independent contractor and Distributor, I will:
 - a. Abide by any and all federal, state and local laws, rules and regulations pertaining to this Agreement and/or the acquisition, receipt, distributing or advertising of Company products, including those laws specifically regulating discount prescription drug cards.
 - b. Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of my activities in connection with this Agreement.
7. The term of the Agreement is for one year, beginning on the date on which it is accepted by the Company unless sooner terminated. Distributor shall have the right to terminate this Agreement at any time and for any reason, upon 15 days written notice to the Company. If I wish to continue acting as a Distributor after the term of this Agreement has expired, I will be guaranteed renewal of the Agreement annually as long as I am in compliance with the renewal procedure applicable at the time of my initial enrollment.
8. If the company terminates this Agreement for cause, Distributor shall immediately discontinue offering Company's Programs. All accounts originated by Distributor shall entitle Distributor to commission as set forth herein as long as the originated Program remains active.
9. I agree that prior written consent of the Company is required, but not limited to, for the following:
 - a. To advertise Company products.
 - b. For issuance of Distributor rights in a company or corporate name.

c. To receive or accrue compensation from, recruit distributors for, or facilitate the recruiting of distributors for, any other entity that provides discounted drugs.

10. In order to maintain a viable marketing program and to comply with changes in federal, state and/or local laws or economic conditions, the Company will provide Policies and Procedures for Distributors. This in no way affects the status of a Distributor as an independent contractor. These Policies and Procedures may change from time to time.

There may also be modification of the Company's Compensation Program. Such Policies and Procedures and Compensation Program, including all plan modifications, and changes thereto, shall upon notice to the Distributor become a binding part of this Agreement.

11. I agree to familiarize myself with the Program, as contained in Company training, promotional, and marketing guides. I will not use the Company name, or trade name, logos, copyrighted material, trademarks or service marks of the Company and/or its vendors except in materials provided by the Company or approved in writing by the Company prior to their use by me. I also agree to not make any representation of the Company or its products, or make any statements, claims or warranties regarding the products that are not contained in Company approved written materials. In particular, I agree that I will make no statement, claim or representation, express or implied, that any Company product is insurance or is intended to replace any existing insurance coverage. I understand that violation of the above will result in immediate termination for cause. I also acknowledge that I have no authority to bind the Company by any promise or agreement to incur any debts or liability whatsoever in the name of The Company or on its account.

12. I understand that the Company may immediately terminate this Agreement for cause,

a. if I misrepresent the Company, its products or business opportunity, or violate any requirement contained in this Agreement, Company policy and procedures, or training manuals, or if I fail to conduct a distributorship according to the principles of good conduct and business ethics.

b. if I fail to comply with all federal and state laws including, but not limited to solicitation and advertising laws.

c. If I facilitate other independent distributors in leaving the company's discount drug program to join another program similar to Program without our approval.

13. I recognize that the sole compensation from the Company is the monies earned in accordance with this Agreement at the rates set below. The Company shall be responsible for payment of commissions only if and when the Company is compensated by the pharmacy benefit manager. The Company shall not compensate or reimburse a Distributor for any expenses it may occur unless written approval for such compensation or reimbursement was obtained from the Company prior to the occurrence of such expense.

14. I acknowledge that this Agreement constitutes the entire Agreement between the Company and myself, and that no additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing.

15. This Agreement is not in force until accepted by the Company.

16. This Agreement shall be governed by the laws of the state of New York. The parties agree that any and all claims, disputes and other matters between the parties shall be settled through binding arbitration to take place in Suffolk County, in New York.

17. I am certifying that the number I am showing on this form is my correct taxpayer identification number.

18. I will not contact Company's network providers for marketing purposes or to resolve consumer issues unless given written consent by Company. All contacts with providers must be done through Company's provider relations department. Such violation is grounds for termination for cause.

19. I acknowledge that during the term of this Agreement, and for a period of twelve (12) months after the termination of this Agreement for any reason, that I, or any entity that I, directly or indirectly, have an interest in, will not enter into any agreement with any network supplier including the one that Company utilizes to create the Program that I am, by virtue of this Agreement, authorized to offer or distribute, unless the network supplier material fails to serve the Program at the level it is currently providing.

20. I acknowledge that the Company recognizes no exclusive territories and that I may conduct business in any state or area unless the Company has not approved that state or area for marketing.

21. I understand that failure on the part of the Company to enforce strictly any of the terms, conditions or provisions in this Agreement will not be a waiver of any terms, conditions or provisions, nor can the Company be prevented from requiring strict compliance in the future.

22. I understand that this Agreement constitutes the entire agreement between the parties, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. If any provision of this Agreement is held to be invalid, all other provisions shall remain valid and enforceable.

23. The number of Compensable Claims that has been reported to the Distributor for January, 2011, will become the Distributor's Basis ("Basis").

The rate that will be paid to this Distributor for each Compensable Claim will be \$0.50.

In witness whereof, the parties have executed this Agreement on the date show below:

For Distributors Acting as Individuals:

Signature of Distributor Social Security Number

Print name of Distributor DATE

For Distributors Acting as Companies:

Company Name Tax ID Number

Authorized By (Signature) Title

Print Name DATE

SK MARKETING, INC.

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Policies and Procedures

I. Marketing Plan

Distributor shall earn the Compensable Claim Fee stated below multiplied by the number of Compensable Claims for the applicable month. A Compensable Claim means each purchase of pharmaceuticals, attributed to the Distributor by virtue of the Distributor's unique ID number, which is less than the pharmacy's Usual and Customary Charge and for which SK Marketing, Inc. (hereinafter "SK MARKETING, INC.") has been compensated for by the Pharmacy Benefit Manager.

The Compensable Claim Fee is as outlined in the Independent Distributor Agreement.

Please Note: There is a lag of 90 days before the drug transaction works through the system and is paid to us. You will receive your payment once the amount due paid to us is available. It will then be deposited to your bank account.

II. Marketing Compliance Regulations

As a Distributor I additionally agree to the following:

A. Distributor shall not accept payments from consumers for the drug card.

B. Distributor will not represent expressly or by implication to consumers that SK MARKETING, INC.'s discount card plan offers ranges of discounts or savings on prescription drugs that are not specifically authorized by SK MARKETING, INC.

C. Distributor shall not use customer testimonials unless:

- (1) The representations of savings have a factual basis;
- (2) The savings are solely the result of using SK MARKETING, INC.'s health discount card plans and not the result of combining SK MARKETING, INC.'s plans with any other type of discount plan or insurance;
- (3) Full name, address, city and state of the member are made available to the consumer upon request;
- (4) Distributor discloses if the member is or has been an employee, distributor or private label reseller that markets or sells SK MARKETING, INC.'s plans; and
- (5) ALL MATERIALS WERE PRE-APPROVED BY SK MARKETING, INC.

D. Distributor shall not use the following terms from the insurance industry in any written communications, or on the Distributor's websites, which describe SK MARKETING, INC.'s drug discount card plans:

Insurance
Benefits
Coverage
Deductible
Co-pay

E. Distributor must disclose to consumers in a clear and conspicuous manner in all oral and written communications and on any Distributor websites that SK MARKETING, INC.'s Drug Discount card is not insurance.

F. Disclose in bold, capital letters in at least 10-point font "THIS IS NOT INSURANCE" on the front of each identification card.

III. Commission payment

Commissions are paid monthly.

The minimum payment made at any one time will be \$25.00. Net commissions less than \$25.00 will be carried over until the Distributor has accumulated \$25.00 as long as he/she remains an Active Distributor. A Distributor is an Active Distributor if his/her contract has not been terminated and his/her contract is in the initial term or is currently renewed.

IV. Supplies

Cards can be ordered directly from the SK MARKETING, INC. supplier. Distributor may choose to order additional cards directly from their own sources as long as SK MARKETING, INC. has approved the card in writing every time you order cards with your own sources.

V. Transfer of Distributorship

A Distributorship may be bequeathed or transferred, assigned or sold (Transfer) with the written consent of SK MARKETING, INC.

VI. Prohibited Marketing Practices

Distributors are prohibited from performing the following:

1. Sending unsolicited mail, email or faxes to any pharmacy or pharmacist, visiting a pharmacy or pharmacist for the purpose of solicitation. This does not preclude responding to a pharmacy's or pharmacist's request for more cards or information which must be in writing from the pharmacy or pharmacist. A copy of such request must be sent to SK MARKETING, INC.
2. The physical distribution of cards to customers within or on the premises (including the parking lot) of a pharmacy.
3. Receiving or accruing compensation from any other supplier or entity that supplies cards providing discount prescriptions other than from Company or entity approved by Company or facilitating other independent distributors in leaving the Company's Program to join another similar program. Such activity forfeits all present and future compensation from the Company.