

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT dated as of _____, 200____, between Basic Marketing Services, (the "Company"), with an address at P.O. Box 160, Old Bethpage, NY 11804, and _____, with an address at _____ (the "Contractor").

The parties agree as follows:

1. Scope of Engagement. The Contractor agrees to perform the following Services (the "Services") on the terms and conditions set forth in this Agreement.
 - a. Nature of Services. The Contractor shall answer and engage in telephone calls of an adult nature with the Company's customers, which shall be routed from the Company's phone switch to a telephone at the Contractor's office or home. The Contractor understands that the telephone calls will be of a sexually explicit nature and that the Contractor will be conversing with the Company's clients about their sexual desires, fantasies, and experiences.
 - b. Quality of Services. The Contractor agrees to provide the Services to the best of the Contractor's ability and, at all times, shall adhere to the highest standards and shall conduct business in a professional and legal manner. If the Contractor's call statistics reflect that callers are not receiving quality service, the Contractor will no longer be allowed to provide services for the Company. All calls shall be conducted in a quiet area, and on a telephone (not a cellphone) that has an engaged call-waiting blocking feature.
 - c. Materials. The Contractor shall supply all materials, equipment, and supplies necessary to perform the Services.
 - d. Independence of Contractor. The Contractor shall receive no assistance or direction from the Company and shall have sole discretion and control of his/her Services. The Contractor represents that he/she has the qualifications and the ability to perform the service in a professional manner without the advice, supervision, or control of the Company. The Contractor retains the sole right to control or direct the manner in which the Services are to be performed. The Company neither has nor reserves any right or power to exercise any direction, control, or determination over the manner, means, or methods of Contractor's activities and objectives in operating his/her independently-established business, other than to review the results of the Contractor's Services.
 - e. Non-exclusivity. The Contractor is not obligated by this Agreement to provide his/her services exclusively to the Company. The Contractor may

be engaged in independent business activities with others and may hire assistants or employees.

f. Limitations. The Contractor covenants and agrees that he/she will have no outside contact with customers, that he/she will render no private services to customers, and that he/she will not ask any customer for confidential information such as a phone number, physical or mailing address, or email address. If, in the event The Contractor learns the name, address, telephone number or e-mail addresses of the Company's customers, he/she agrees never to use any of this information for his/her benefit or anyone else's benefit.

2. Representations of Contractor. The Contractor represents, warrants, and covenants the following:
 - a. Age. The Contractor is at least 18 years old.
 - b. Permits. The Contractor has complied and will comply with all local, state and federal laws regarding his/her business and has secured or will timely secure any business permits and licenses that may be required to perform the Services.
 - c. No Impediments. There is no legal or other impediment to the Contractor's performance under this Agreement.
 - d. Independent Contractor. The Contractor is an independent contractor and not an employee of the Company.
3. Compensation. The Contractor agrees to accept compensation for the Services as follows:
 - a. Rate. The Company will pay the Contractor for each call on a per minute basis. The first 1 – 10 minutes of talk time on any one call pays 22 cents per minute. Any call 11 minutes or longer shall be paid at the rate of 22 cents per minute for the first 10 minutes, then the rate doubles to 44 cents per minute for all additional minutes. The Contractor will also be paid 20 cents every time a customer chooses the Contractor's sample and \$2.00 each time a customer requests the Contractor.
 - b. Payment. Compensation is paid biweekly. The workweek starts on Thursday and ends on Wednesday. Checks are mailed the Tuesday following the end of the pay period. No check will be issued for less than \$25. Monies will be accrued and paid when \$25 or more is earned.
 - c. Expenses. The Company will not reimburse the Contractor for any expenses incurred by the Contractor in connection with the performance of the Services.
4. Term. The term of this Agreement will begin on the date set forth above and will continue until terminated. Either party shall have the right to terminate this Agreement at any time for any reason upon written notice to the other; provided, however, that the Company shall have the right to terminate this Agreement by oral notice, effective upon such notice, if such notice is confirmed in writing.
5. Relationship of Parties. This Agreement does not constitute a contract of employment, agency, joint venture, or partnership. The parties intend that the Contractor shall be, and at all times shall remain, an independent contractor of

- the Company. The Contractor shall not have any rights to the Company's usual employee benefits, including, but not limited to, Worker's Compensation benefits.
6. Taxes. The Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Contractor's performance under this Agreement, including, by way of illustration but not limitation, federal and state income taxes, Social Security taxes, Unemployment Insurance taxes, estimated taxes, and/or any other taxes or business license fees as required by law.
 7. Indemnification. The Contractor agrees to indemnify the Company and hold it harmless against any claims, actions, demands, damages, or liabilities arising from the Contractor's willful misconduct or breach of this Agreement.
 8. Miscellaneous. The following additional provisions shall apply to this Agreement:
 - a. Integration; Modification. This Agreement constitutes the entire understanding between the parties.
 - b. Severability. If any portion of this Agreement is determined to be wholly or partially unenforceable, for any reason, such unenforceable portion shall not affect the balance of this Agreement.
 - c. Notices. All notices required by this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested.
 - d. Applicable Law. This Agreement shall be governed by, and interpreted under, the laws of the State of New York. In the event of any dispute under this Agreement, the parties agree to submit to the exclusive jurisdiction of the State and Federal courts located in the City and State of New York.