

**A & W PREMIER SERVICES PTY LTD
CONTRACTOR AGREEMENT**

DATE:

PARTIES

BETWEEN: **A & W PREMIER SERVICES PTY LTD (ACN 601 884 593)** of
612A Wynnum Road Morningside Qld 4170
("Premier Girls", "we", "us" or "our")

AND: The Contractor detailed in Schedule 1
("the Contractor", "you" or "your")

We are pleased to engage you to provide services to Premier Girls on the terms set out in this Agreement.

1. Purpose of Agreement

Premier Girls operates in the Adult Entertainment Industry and is primarily engaged in the business of providing professional wait-staff, promotional girls and performers to attend upon special events, private functions and parties ("Events") hosted by our clients ("Clients") and there provide certain services set out in Schedule 1 ("the Business").

2. Online Application

You acknowledge having completed an online application form ("the Online Application") whereby you have:

- (a) provided certain personal and professional details about yourself;
- (b) uploaded photographs of yourself;
- (c) expressed your interest in being engaged by us to provide certain services;
- (d) nominated those services which you are prepared to provide for the benefit of our Clients.

2.2. You warrant that the information provided by you in the Online Application is true and accurate in every respect and agree to indemnify us in respect of any loss or claim we suffer as a consequence of us or our Clients relying on information provided by you in the Online Application which later proves to be false.

3. The Services

3.1. You are engaged to provide to Premier Girls those services from Schedule 2 which you have specifically advised Premier Girls you are available to perform ("the Services").

3.2. You are not required to perform services for which you have not previously nominated your availability.

- 3.3. The Services you agree to provide can be nominated in the Online Application, in Schedule 1 of this Agreement or amended at any time subsequent to entering this Agreement by notice to us.
- 3.4. You may contact us at any time to withdraw Services or offer additional Services, acknowledging however that withdrawing a service will not affect any Booking already accepted by you which require that particular service unless we provide our prior consent to you not fulfilling that booking.
- 3.5. You acknowledge you are contracted to provide the Services to Premier Girls and that no contractual relationship or otherwise exists between you and the Client.

4. Bookings

- 4.1. We will from time to time send you details regarding a Service requested by one of our Clients ("Booking").
- 4.2. A Booking will usually include the following key information regarding the Event:
 - (a) the specific Service(s) requested by the Client, including any special instruction or requests;
 - (b) the date and time those Services are required;
 - (c) the Client's location or venue;
 - (d) contact details for the Client; and
 - (e) confirmation of what we will pay you to provide the requested Service(s).
- 4.3. Bookings can be communicated to you by phone, email, facebook messenger or similar.
- 4.4. You may at your discretion accept a Booking or decline a Booking.
- 4.5. You accept that communicating your acceptance of a Booking does not guarantee you will be engaged by us for that particular Booking.
- 4.6. If no response is received from you within three (3) hours we may assume you wish to decline the Booking.
- 4.7. If you accept a Booking then in doing so you warrant that:
 - (a) you are appropriately qualified to carry out the Booking at the time and location nominated;
 - (b) you will comply with the terms of this Agreement in carrying out the Booking.

5. Engagement

This Agreement comes into effect upon the date which is the earlier of you:

- (a) signing this Agreement; or
 - (b) accepting your first Booking.
("the Commencement Date")
- 5.2. You will be available to start providing Services from the Commencement Date.

- 5.3. Your engagement and this Agreement may be terminated in accordance with clause 22 below.
- 5.4. You agree that any clients that are common to both you and us as at the time of executing this Agreement will henceforth be treated as our Clients only unless otherwise agreed between the parties.

6. Your Obligations

- 6.1. You warrant that you have the necessary skill and ability to provide the Services to us for our Clients in a proper and professional manner.
- 6.2. You undertake to act professionally, honestly and in good faith at all times in respect of Booking received from us or our Clients.
- 6.3. You undertake to complete the Services to the standard we require as set out in Schedule 2.
- 6.4. You acknowledge you are wholly responsible for your actions while attending an Event and, wherever possible, you must take all reasonable steps to make restitution with the Client for any act or omission by you which causes damage or otherwise detracts from the Services (i.e. if you arrive late you will make up for the lost time; if you break Client property you will pay for its repair).
- 6.5. You agree not to perform private dances in a private area (bedroom, separate room, closed off area or similar) without at least one other contractor present.
- 6.6. You will not be under the influence of, sell, provide or take illegal substances or alcohol whilst attending an Event or supplying the Services. For the avoidance of doubt this includes showing up to an Event under the influence of an illegal substance or alcohol.
- 6.7. You will not pressure Clients for tips.
- 6.8. You will not give Clients your mobile number or any other contact details such as would allow them to contact you directly.
- 6.9. You will ensure any services you provide to or for any person or entity other than us does not interfere with the Services you provide to us in the manner required by this Agreement.
- 6.10. You must notify us immediately if you are have difficulty locating or making contact with any Client.
- 6.11. You undertake to promote the goodwill and reputation of Premier Girls with current and potential clients within the target market and related industries as and when the opportunity arises.

7. Regulatory Compliance

- 7.1. You are expected to be familiar with and strictly comply with all legislation and regulations pertaining to the provision of the Services, including but not limited to the *Queensland Prostitution Act 1999*, the *Queensland Liquor Licencing Act 1992* and the equivalent legislation or regulations in other jurisdictions you may be engaged to provide services in.
- 7.2. For the avoidance of doubt, you acknowledge that:
 - (a) you cannot engage in prostitution;

- (b) no sexual services are to be provided, including but not limited to sexual intercourse, providing or receiving oral sex or providing or receiving sexual stimulation;
- (c) with respect to licensed venues, unless the venue holds an AEP you are not permitted to:
 - (i) conduct Services naked;
 - (ii) touch a client;
 - (iii) allow a client to touch you;
- (d) if a venue does hold an AEP, you are permitted to:
 - (i) perform services naked (at yours and the venue's discretion);
 - (ii) touch the client, with your hands only, everywhere except for a person's groin area, including their butt crack;
 - (iii) allow a client touch you with their hands only (so no kissing, licking, sucking or biting) everywhere except for your inner thighs, in between your legs, your butt crack (a hand distance from your butt crack must be maintained), below your belly button or within your pubic area.
- (e) even if a licenced venue holds an AEP, regardless of whether the show is open to the public or not or if the venue is privately hired, under no circumstances are you permitted to perform any of the following services:
 - (i) strawberries and cream show;
 - (ii) natural masturbation show;
 - (iii) pearl and pop show;
 - (iv) any of the XXX shows.
- (f) at private bookings, at your discretion, as an add-on service you can allow a client to touch you with their hands only (so no kissing, licking, sucking or biting), everywhere except for your inner thighs, in between your legs, your butt crack (a hand distance from your butt crack must be maintained) below your belly button or within your pubic area;
- (g) where required, you will hold a current and relevant RSA certificate.

8. Assigned Bookings

- 8.1. You are permitted to assign or delegate a Booking to another person to complete on your behalf ("the Assignee") subject however to the following conditions:
 - (a) the Client must approve of the Assignee prior to the provision of Services;
 - (b) where the Assignee is not already a contractor for Premier Girls:
 - (i) the Assignee must be approved by us; and
 - (ii) you must ensure the Assignee is familiar with and complies with the terms of this Agreement.
- 8.2. You acknowledge you are wholly responsible for the Assignee's actions while fulfilling the assigned Booking and any act or omission by the Assignee will be treated as an act or omission by you for the purpose of this Agreement.

- 8.3. You agree to indemnify us for any loss, damage or claim we suffer as a consequence of the Assignee's wilful or negligent acts or omissions in carrying out the assigned Booking.

9. Direct booking requests

- 9.1. As you build rapport with our Clients and gain a reputation for providing first class services we anticipate our Clients may, from time to time, try to contact you directly with booking requests. All such inquiries or instructions must be immediately forwarded to us for allocation. We will endeavour, where possible, to ensure that the subsequent Booking is allocated to the contractor or contractors who already have a relationship with the Client.
- 9.2. Where a Client contacts you directly to provide any service offered by us and, instead of referring the inquiry to us as required by clause 9.1 you instead accept the booking personally, the parties agree the booking will be deemed to be an Additional Service and Commission will be recoverable from you by us in accordance with clauses 16.3 to 16.6.

10. Public Comment

- 10.1. You must refrain from making public comment on behalf of us or our Clients in any form of media. Any such requests or approaches must immediately be referred to us.

11. What You Must Supply

- 11.1. You must have a mobile phone upon which you can be reliably reached upon.
- 11.2. You must provide and attend upon the Client with all equipment and props required to deliver the Services in accordance with this Agreement, including but not limited to you own:
- (a) stereo;
 - (b) costumes and outfits;
 - (c) rugs;
 - (d) lotions;
 - (e) mousse;
 - (f) toys and similar;
 - (g) transport to and from the Client's premises, including providing a driver if required.

12. Personal Appearance

- 12.1. When attending an Event you must:
- (a) arrive on time;
 - (b) have a neat and tidy appearance with hair and make-up done and outfits clean and presentable;
 - (c) be bubbly, friendly and conversational;
 - (d) provide the Client with your full attention;
 - (e) conduct yourself in a professional manner and in accordance with the service specific requirements set out in Schedule 2.

13. Expenses

- 13.1. You will provide the Services at your own cost, and unless expressly authorised by us or otherwise provided for in this Agreement, you will not be reimbursed for any out of pocket expenses you incur in connection with the provision of the Services and will be solely responsible for:
- (a) all consumables or expenses incurred by you in delivering or enhancing the Service including but limited to make-up, tanning, fake eye-lashes, hair extensions and so on;
 - (b) your costs of maintaining insurance suitable to the work;
 - (c) compliance with, and costs of compliance with, all statutory or other legal or contractual requirements which arise as a consequence of your engagement under this Agreement.

14. Payment for Services

- 14.1. You will be advised in the Booking how much you will be paid for the Services rendered ("Fee").
- 14.2. Fees will be determined at our discretion based on:
- (a) the Service(s) requested;
 - (b) your proficiency and experience at providing those Services;
 - (c) Client demand for your Services; and
 - (d) the region where the Booking is located.
- 14.3. When a Client confirms a Booking with us we will take a deposit from the Client which will ordinarily represent our full commission for the Services rendered ("Our Commission"). The balance of money owing to us by the Client represents your Fee.
- 14.4. The Fee will usually be paid directly to you by the Client on behalf of Premier Girls at the time you provide the Services.
- 14.5. You are not to provide Services to the Client until payment in full has been received from the Client.
- 14.6. You acknowledge it is your responsibility to collect the Fee from the Client and that we will not pay any Fee to you or reimburse you for any loss you may suffer as a consequence of your failure to comply with clause 14.5.
- 14.7. Where the entire payment (and not just the Deposit) is paid directly to us and not to you, the Fee will be paid by us into your nominated account in Item 1 of Schedule 1 within seven (7) days of the later of the following:
- (a) Client's payment being received by us;
 - (b) provision of the Services by you.
- 14.8. You agree that payment of the Fee constitutes full payment for the provision of the booked Services.
- 14.9. You agree the Fees we offer are better than the industry norm and that this premium is offered to you as consideration for the Restraint Obligation contained in clause 19.
- 14.10. Should the Australian Commissioner of Taxation ("the Commissioner") take the view that as a consequence of any fee paid under this Agreement we are obliged to pay any sum to the Commissioner, then you will indemnify us and

immediately pay to us on demand the amount payable by us to the Commissioner.

15. Travel

15.1. Where an Booking is to take place more than:

- (a) 100 kilometres; or
- (b) one (1) hour of travel,

from the CBD of your home town¹, and you advise us as such, we will request an additional travel fee from the Client which will form part of your Fee.

15.2. Travel fees will be negotiated by us with the Client on a case by case basis based on:

- (a) the mode of transport used;
- (b) the length of time you will be away;
- (c) the factors listed in clause 14.2.

16. Additional Services

16.1. From time to time while attending a Booking a Client may require that you:

- (a) attend longer than the original Booking time;
- (b) provide additional Services to those originally included in the Booking (i.e. lapdances).

("Additional Service")

16.2. You may agree to carry out or refuse to carry out Additional Services at your discretion.

16.3. If you accept an Additional Service, it is your responsibility to:

- (a) advise the Client how much Premier Girls charge for the Additional Service, including both our Commission and your Fee;
- (b) collect payment from the Client on our behalf for the full amount owing for the Additional Service;
- (c) advise us as soon as reasonably practicable after the Booking finishes:
 - (i) what Additional Services were provided;
 - (ii) how much you collected from the Client for providing those Additional Services.

16.4. You should immediately contact us prior to accepting an Additional Service if you are unsure how much to charge the Client such that both our Commission and your Fee for providing the Additional Service are paid.

16.5. The Commission payable to us for the provision of Services (including Additional Services) is a fixed sum and does not increase or decrease relative to the amount actually paid to you by the Client while attending the Booking. As such:

¹ as calculated using RACQ's online trip planner available at:
http://www.racq.com.au/travel/drive_travel/trip_planner

- (a) if you overcharge the Client you will be entitled to retain all funds collected by you beyond the Commission amount payable to us as your Fee;
 - (b) if you undercharge the Client then the full Commission will still be payable by you to us and the balance of the payment received by you represents your Fee and no further sum will be recoverable by you from us.
- 16.6. All Commission owed to us for the provision of Additional Services must be paid by you to us within seven (7) days of you completing the Booking, failing which the parties acknowledge that such sum may be treated as a debt owing to us and will be recoverable by us in accordance with clause 18.

17. Refunds

- 17.1. If there is dispute with a Client regarding the Services provided by you or the fees charged for those Services ("a Dispute") then it is agreed that we are entitled to withhold any Fee we hold for you (if any) until the Dispute is resolved.
- 17.2. In the event of a Dispute we will investigate the matter and, if in our absolute discretion deem it necessary or appropriate, we will offer the Client a full or partial refund of the sum paid for the Services ("Refund").
- 17.3. Where the Dispute relates to specific Services provided by you, no sum will be refunded pursuant to clause 17.2 without you first being given an opportunity to explain your version of events.
- 17.4. Notwithstanding clause 17.3, you accept that our determination in respect of any Refund is final.
- 17.5. Subject to clause 17.6, where as a consequence of a Dispute the Client is offered a Refund, the cost of this Refund will be borne by you and us in the same ratio in which the sum paid was originally apportioned between your Fee and our Commission. In that event we will advise you what proportion of your Fee for that Booking you are required to forfeit to us for the purpose of providing the Refund.
- 17.6. Where a Refund is offered due to a particular act or omission by you which was not rectified by you while attending the Event (as per clause 6.4), in addition to forfeiting your Fee to us you for the purpose of providing the Refund you also agree to reimburse us for our foregone Commission.
- 17.7. All Fees forfeited by you and Commission to be reimbursed by you in accordance with this clause 17 must be paid by you to us within three (3) days of us confirming details of the Refund with you, failing which the parties acknowledge that such sum may be treated as a debt owing to us and will be recoverable by us in accordance with clause 18 .

18. Debt Recovery

- 18.1. You acknowledge that any sums of money owed by you to us pursuant to the terms of this Agreement, in particular clauses 16 and 17, will be recoverable by us from you as a liquidated debt due and owing ("Debt") as from the date when payment was due ("Due Date").
- 18.2. You acknowledge we may charge you interest at the rate of 12% per annum on any amount outstanding after the Due Date as well as a \$40 administration fee, both of which will be added to the Debt.

- 18.3. If we consider it necessary to instruct our solicitors or debt collectors to collect any outstanding Debt, all legal fees and other expenses incurred while pursuing the overdue amount (“Debt Recovery Expenses”) will be recoverable from you on an indemnity basis and will be added to the Debt.
- 18.4. Any payment received after the Due Date will be allocated firstly towards Debt Recovery Expenses, secondly toward payment of outstanding interest and finally to the repayment of the Debt.
- 18.5. You acknowledge that default in payment shall additionally entitle us to:
- (a) set-off the Debt against any existing or future Fee held by us or otherwise payable to you, including any Fees earned by you for Services rendered after the Debt was incurred;
 - (b) advise other agencies of the Debt owed to us, including at our discretion details of how the Debt was incurred;
 - (c) remove your details from our website;
 - (d) stop sending you Bookings;
 - (e) terminate this Agreement;
 - (f) commence proceedings against you for the collection of outstanding amounts;
 - (g) aggregate our Debt with any other agencies you owe money to (if any) for the purpose of jointly commencing proceedings against you;
 - (h) where a security bond paid by you is held by us, deduct from that sum the amount of the Debt.

without prejudice to any subsequent claim we may have against you for non-fulfilment of this Agreement.

19. Intellectual Property

- 19.1. You agree to grant us an irrevocable licence to use photographs or images provided to us by you for the limited purpose of marketing you, the Business and the services provided by you and by us.
- 19.2. You warrant that any photographs or images provided by you to us are your own property and that you are able to grant the licence referred to in clause 19.1.
- 19.3. You may request that we return or cease to use a photograph or image provided to us by you. In those circumstances your request will not be unreasonably refused provided:
- (a) you provide us with a replacement photograph or image which we deem, in our absolute discretion, to be equivalent to or better than the photograph or image it is replacing; or
 - (b) you participate in a photoshoot arranged by us and paid for by you where new photographs can be taken to replace the photograph or image you wish to remove; or
 - (c) the parties can negotiate a suitable fee for the revocation of the licence referred to in clause 19.1.
- 19.4. Any photograph or image of you produced from a photoshoot arranged by us will remain our exclusive property and you acknowledge we are free to use

such photographs or images however we see fit including to market the Business and the services provided by us.

- 19.5. If we own a photograph or image of you which you do not want us to use anymore, we will assign such photograph or image to you upon the parties reaching agreement on a suitable assignment fee.

20. Restraint Obligation

- 20.1. The parties acknowledge that as a consequence of:

- (a) the Bookings that we provide you;
- (b) the autonomy we grant you to represent us; and
- (c) the proximity you enjoy to our Clients;

there is a risk to us that you could seek to start your own business or assist another business in competition with us.

- 20.2. You acknowledge that our response to this risk is not to withhold benefits from you but instead to endeavour where possible to support you in your role as a Contractor such that you thrive in the provision of Services to our Clients and so contribute to the success of Premier Girls with the intended consequence that you would also enjoy the natural flow on effects from an increase in demand for our Business.

- 20.3. In addition to the flow on effects of our mutual success referred to in clause 20.2, you also acknowledge that our fees are significantly better than the industry norm and that this premium is due compensation for the restraint obligations contained in this clause 20.

- 20.4. In consideration of the benefits you receive as an Premier Girls contractor as detailed in clauses 20.2 and 20.3, you covenant that you will not, without our prior written consent, within the Restraint Areas and during the Restraint Periods:

- (a) commence, be employed by, be a consultant to, finance, advise, operate or promote any business that competes with, is similar to, or is reasonably likely to affect our profitability servicing Premier Girl's target market;
- (b) whether on your own or for any other company, solicit, interfere with or endeavour to entice whether personally or by any other means, any of our existing Clients to engage the services of any party other than us for services within the scope of the Business;
- (c) attempt to have any party which sub-contracts our services engage the services of another party;
- (d) attempt to have any party which provides goods or services to us, including contractors like yourself, cease to provide such goods or services or provide such goods or services at a higher price;
- (e) make any representation that you have been engaged by us or are associated with our Business with the exception of the following permitted representations:
 - (i) those made in the ordinary course of providing the Services to our Clients;
 - (ii) bona fide efforts to market or generate business for Premier Girls;or

- (iii) those included in your resume in a bona fide attempt to obtain employment.
- 20.5. You acknowledge that each of the prohibitions and restrictions in clause 20.4 has effect:
 - (a) on you and your Related Entities as a separate and severable prohibition and can be enforced accordingly;
 - (b) during the currency of this Agreement and during any of the Restraint Periods in any of the Restraint Areas.
- 20.6. Clause 20.4 (as clarified by 20.5) will be interpreted as if it consists of a series of separate sub-clauses which result from combining each sub-clause with each area in the Restraint Area and each time period in the Restraint Period, to the intent that if all the resultant sub-clauses are valid the restraint will extend to Queensland and New South Wales from now until the date which 24 months from the termination date
- 20.7. If any such resultant sub-clause is judged invalid or unenforceable for any reason, then the parties agree the particular sub-clause or sub-clauses will be severed and clause 20.4 will be read down accordingly.
- 20.8. Any severance pursuant to clause 20.7 will not prejudice or in any way affect the validity or enforceability of any other such resulting sub-clause so that the restraint, reduced as a consequence of such severance, will remain binding upon the parties.
- 20.9. You agree to indemnify us for any loss or damage which we suffer as a consequence of you or one of your Related Entities breaching this clause 20.
- 20.10. You acknowledge that we may obtain injunctive relief against you or any one of your Related Entities for any breach of this clause 20.

21. Nature of Relationship

- 21.1. You are engaged by us as an independent contractor and nothing in this Agreement constitutes you as an agent, employee, director or partner of Premier Girls.
- 21.2. You acknowledge that you are not entitled to superannuation, leave entitlements or sick leave payments.
- 21.3. The parties agree that they have no other obligations to each other under any industrial relations, income tax or superannuation legislation.
- 21.4. You have no authority to incur, and will not incur, any obligation on behalf of Premier Girls except with our prior written approval.
- 21.5. Subject to the terms of this Agreement, the parties acknowledge that you are solely responsible for controlling the manner in which you provide the Services.
- 21.6. Should the Australian Commissioner of Taxation ("the Commissioner") take the view that as a consequence of any fee paid under this Agreement we are obliged to pay any sum to the Commissioner, then you will indemnify us and immediately pay to us on demand the amount payable by us to the Commissioner.

22. Termination with Notice

- 22.1. Either party may terminate this Agreement at any time for any reason by giving the other party two (2) months' notice in writing.

22.2. Notwithstanding clause 22.1, we may terminate this Agreement at any time without notice if you engage in a serious or material breach of this Agreement.

23. Insurance

23.1. Before providing the Services, you must take out and maintain public liability insurance and another insurance reasonably necessary for a contractor carrying out the Services.

23.2. You must maintain each policy for the duration of this Agreement and, if so requested by us, provide us with a certificate of currency verifying same.

23.3. You acknowledge that we are not obliged to take out Workers Compensation or similar insurance for your benefit under the *Workers Compensation and Rehabilitation Act 2003*.

23.4. You are solely responsible for maintaining your own sickness, disability, accident and income protection insurance.

24. Workplace Health and Safety

24.1. You acknowledge and agree that you are solely responsible for your own workplace health and safety when attending an Event.

24.2. You are expected to assess any obvious or hidden dangers or risks to yourself or a fellow contractor and take all reasonable steps to mitigate those risks. You are to notify us immediately if in your view a Booking cannot be fulfilled due to you or another contractor being asked to take on an unacceptable level of risk.

25. Goods and Services Tax

25.1. Unless stated otherwise and subject to this clause, any amount required to be paid or consideration required to be provided under any other provision of this Agreement is calculated to be inclusive of GST.

25.2. If any amount to be paid by us to you is calculated by reference to an amount, cost or expense incurred by you, the amount which we are required to pay you will be reduced by the amount of any input tax credit to which you are entitled in respect of that amount, cost or expense.

26. Confidentiality

26.1. For the purpose of this agreement, "Confidential Information" includes:

- (a) details of a particular booking;
- (b) any client list or database containing Client details;
- (c) any arrangement in respect of Fees we negotiate with you;
- (d) our fee structure generally;
- (e) our trade secrets;
- (f) the terms of this Agreement;
- (g) any other information designated as confidential by Premier Girls; and
- (h) any other information you receive, become aware of, develop or generate in the course of or in incidental to the operation of this Agreement.

26.2. You agree and warrant:

- (a) subject to clause 26.3 below, you will not, either during the operation of this Agreement or at any time afterwards, use or disclose to any person or entity any of the Confidential Information, including to other contractors;
 - (b) you will hold the Confidential Information in trust and confidence; and
 - (c) you will use your best endeavours to prevent the unauthorised use or disclosure of any of the Confidential Information by third parties.
- 26.3. The obligations in clause 26.2 above do not apply to any Confidential Information which:
- (a) is in the public domain other than due to a breach of an obligation of confidence under this Agreement; and
 - (b) you are required by law to disclose, although you must notify us immediately upon becoming aware that you will be required to disclose any Confidential Information in accordance with this clause.
- 26.4. You must take all reasonable precautions to prevent any unauthorised disclosure of Confidential Information, including the following:
- (a) You must at all times store all Confidential Information safely and securely;
 - (b) You must immediately notify us in writing of any actual, threatened or suspected unauthorised disclosure of any Confidential Information; and
 - (c) You must take all reasonable measures to minimise any unauthorised dissemination of Confidential Information which is in any way related to or resulting from an act or failure to act by you.

27. Indemnity

- 27.1. You agree to indemnify Premier Girls against all actions, claims, demands, losses, damages, costs and expenses which we may sustain or incur or for which we may become liable whether during or after the term of this Agreement as a consequence of any breach by you of this Agreement.

28. Assignment

- 28.1. Subject to clause 8, neither party may assign this Agreement without prior written consent of the other party.

29. No Waiver

- 29.1. Our failure or omission at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision, or our right to avail ourself of the remedies we may have in respect of any breach of a provision, in any way.

30. Severability

- 30.1. Any provision of this Agreement which is or becomes illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate the remaining provisions.

31. Variation

- 31.1. This Agreement may not be changed or modified in any way after it has been signed except in writing signed by or on behalf of all the parties

32. Governing Law

32.1. This agreement is governed by, takes effect and will be construed in accordance with the laws of Queensland, and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland and courts entitled to hear appeals therefrom.

33. Entire Agreement

33.1. This Agreement constitutes the entire agreement between the parties concerning the matters dealt with pursuant to this Agreement. For the avoidance of doubt, this Agreement supersedes all provisions, covenants, agreements, warranties, representations, negotiations and understandings with respect to the matters dealt with in this Agreement.

34. Execution by Authorised Representative

34.1. This Agreement may be executed by a party's Authorised Representative and in that event such Authorised Representative warrants they have the consent and authority of the party they represent to do so.

35. Survival

35.1. If this Agreement is terminated for any reason such termination will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination.

36. Definitions

- (a) "**AEP**" means an Adult Entertainment Permit issued in accordance with the *Liquor Act 1992* (Qld) or, in the case of a jurisdiction other than Queensland, any such equivalent permit required in that jurisdiction (if any) to conduct sexually explicit entertainment on licenced premises.
- (b) "**Authorised Representative**" means:
 - (i) in respect of a party which is a corporation, a company secretary director or any other office of the corporation whose title or office includes the words "manager" or "director"; or a person acting with the title or in the office of manager or director; and
 - (ii) in respect of each party, a solicitor of that party or a person nominated by notice to the other party as an authorised representative.
- (c) "**Booking**" is defined in clause 4.
- (d) "**Client**" means any person or entity that retains Premier Girls to provide a service specified in Schedule 2 and for the avoidance of doubt includes their guests.
- (e) "**Commencement Date**" is defined in clause 0.
- (f) "**Related Entities**" includes any member of your family, any partnership in which you have an interest, any company of which you are a director or shareholder and any trustee pursuant to a trust of which you are a beneficiary or unit holder.

- (g) **“Restraint Area”** means the geographical market area specified in Item 5 of Schedule 1 for any trade, business or occupation of a similar or like nature to that carried on by Premier Girls;
- (h) **“Restraint Period”** means the period of time specified in Item 6 of Schedule 1

SCHEDULE 1
Contract Details

Item 1 - Contractor Details

Name:

Stage name:

ABN:

Address:

Mobile:

Email:

Account details: A/c No. BSB:

Item 2 – Commencement Date

Date: As per clause 3.1

Item 3 - Services

I have reviewed the services set out in Schedule 2 to this Agreement and confirm that, subject to clause 3.4, I agree to provide the following Services to Premier Girls:

PROMOTIONS		
Bar/licensed venue singlet and shorts promotions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Golf days	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Product promotions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Professional party person	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Corporate hostess	Yes <input type="checkbox"/>	No <input type="checkbox"/>
WAITRESSING		
Shorts and singlet/shirt or similar	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Lingerie/bikini	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Topless	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Tiny G-string	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Nude	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Topless Poker	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Tiny G-string Poker	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Nude Poker	Yes <input type="checkbox"/>	No <input type="checkbox"/>

SHOWS		
Lapdances	Yes <input type="checkbox"/>	No <input type="checkbox"/>
G-string	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Straight strip	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Open leg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Strawberries and cream	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Natural masturbation	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pearl and Pop	Yes <input type="checkbox"/>	No <input type="checkbox"/>
XXX shows	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Basic toy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Toy Worx	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fruit and Veg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Dominatrix	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Greek	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Duo	Yes <input type="checkbox"/>	No <input type="checkbox"/>
OTHER		
Fly in Fly out ("FIFO") contracts for any of the selected services	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item 4 – Restraint Area

- (a) Queensland;
- (b) New South Wales;
- (c) Northern New South Wales²;
- (d) South east Queensland³.

Item 5 – Restraint Period

- (a) 24 months from the termination date;
- (b) 12 months from the termination date;
- (c) 6 months from the termination date;
- (d) 3 months from the termination date;
- (e) throughout the term of this Agreement.

² Northern New South Wales being defined as the federal electorates of Richmond, Page, New England, Parkes and Cowper.

³ South East Queensland being defined as the local government areas of Brisbane City, Redland City, Logan City, Gold Coast City, Ipswich City, Scenic Rim Regional, Lockyer Valley Regional, Toowoomba Regional, Southern Downs Regional, Somerset Regional, Moreton Bay Regional, Sunshine Coast Regional, Gympie Regional and South Burnett Regional.

SCHEDULE 2

SERVICES

PROMOTIONS

Bar/licensed venue singlet and shorts promotions

You will be required to wear shorts/skirt with either a singlet or shirt that is either provided by you or provided by Premier Girls or the Client. You will be expected to tend bar, provide tray service, help with raffles and similar.

Golf Days.

You will need to wear shorts/pants with either a singlet or polo shirt. You will supply your own clothing for some bookings and for others you will be supplied with a shirt/singlet. You will be expected to caddy, drive golf buggies and participate in rounds of golf. You may also be expected to mingle with clients at the golf course club house before/after a round of golf.

Product/Service Promotions.

You will be supplied with uniforms and merchandising from the client being promoted. You are expected to engage with passer-by's as well as answer questions regarding the product/service from people who enquire. You may at times be required to participate in a client's social media photo opportunities that are to be uploaded to their social media accounts. If necessary you will also need to collect contact details of potential customers or direct them to client's social media accounts.

Professional Party Person

You are required to dress in either formal attire or nightclub attire. You are to supply your own outfits. You are expected to accompany Clients to licensed venues, theme parks, restaurants, sporting matches and other public events and places. The Client is to pay for all admissions, meals, drinks and travel between locations. You are to meet the Client at the required public venue or event. If travel is required between places during the booking, public transport (taxi or limousine) is to be taken only. You are required to mingle with the Client/s evenly. You are to be upbeat. If requested you are required to accompany the Client onto the dancefloor.

Corporate Hostess

You will be required to wear formal, cocktail or business attire. You will need to supply your own outfits. You are expected to accompany clients to licensed venues, theme parks, restaurants, sporting matches, corporate functions and other public events and places. The client is to pay for all admissions, meals, drinks and travel between locations. You are to meet the client at the required public venue or event. If travel is required between places during the booking, public transport (taxi or limousine) is to be taken only. You are required to mingle with the client/s evenly. You are to be upbeat. If requested you are required to accompany the Client onto the dancefloor. Where specified you must meet the requested language and/or tertiary requirements for the booking.

WAITRESSING

Bikini or Lingerie Waitressing

You will be required to wear two piece outfits with high heels (unless outside or on a boat or on a bus). You are to supply your own outfit for private bookings. For venue bookings, if directed, you will be provided with a branded client bikini to wear. You are expected to fetch drinks for clients and mingle evenly among them. You are to be upbeat and make conversation.

Topless Waitressing

You are expected to wear a standard G-string (not a micro G-string) or $\frac{3}{4}$ cut bottoms. You are not to wear full brief bottoms unless otherwise instructed. At private bookings you are expected to keep touching to a minimum (hugs, sitting on lap, back massage). If a client would like a motorboat or private dance you are to charge for this additional service. You are expected to fetch drinks for clients and mingle evenly among them. You are to be upbeat and make conversation.

Micro G-string Waitressing.

As per Topless Waitressing except you are expected to wear a micro G-string.

Topless Poker Waitressing.

As per Topless Waitressing except you are additionally required to be proficient in the type of poker requested by the client. As well as poker dealing you are expected to fetch drinks for clients and mingle evenly among them if requested. You are to be upbeat and make conversation.

Nude Waitressing.

As per Topless Waitressing except you are required to be completely naked for this service.

STRIP SHOWS

Lapdances.

You are only to perform lapdances at private bookings or at licensed venues that hold an AEP. You are required to perform a completely naked private dance for duration of 2 minutes up to multiple hours (this depends upon the price paid by the client and available time by you). You are permitted to allow clients to touch you everywhere with their hands only (so no kissing, licking, sucking or biting) except for your inner thighs, in between your legs, your butt crack (a hand distance from your butt crack must be maintained), below your belly button or within your pubic area. If a lapdance is required as an additional add on service, you are only permitted to perform lapdances for 10 minutes out of each hour of the separate service. If the client requires longer than 10 minutes you must add this time on to your original booking. Lapdances are not to be performed in private areas (bedroom, separate room, etc) without the presence of at least one other contractor.

G-string Show.

This show is required to be between 10-15 minutes. You are required to strip down to a G-string. A costume is expected to be worn (schoolgirl, nurse, police officer, etc). You are

to supply your own costume. You are expected to provide your own music in suitable format (CD, MP4) if required for licensed venue bookings. You are expected to provide your own stereo equipment for private bookings. You are expected to apply lotions or mousse or incorporate fire into this show (the latter in private bookings only). For AEP licensed venues and private bookings you are required at a minimum to engage in audience participation (you must select audience members to give a motorboat to or apply lotion to your body).

Straight Strip

This show is required to be between 12-15 minutes. As per the G-string Show except you are required to strip down to completely naked. This show is not to be performed at a licensed venue that does not hold an AEP. You are not to provide open leg work for this show.

Open Leg Show

This show is required to be between 15-20 minutes. As per the Straight Strip except you are to provide open leg work for this show. For private bookings you are required to touch your genital area.

Strawberries and Cream Show

This show is required to be 20 minutes and is to be performed at private bookings only. As per Open Leg Show except you are expected to use strawberries and cream on your genitalia in this show.

Natural Masturbation Show

As per the Strawberries and Cream show except in lieu of strawberries and cream you are expected to simulate masturbation with your fingers only by touching your genitalia in this show.

Pearl and Pop Show

As per the Natural Masturbation Show except you are additionally expected to insert a Chupa Chup (or similar) into your vagina and remove a string of pearls (minimum of 2 metres) from your vagina in this show.

Basic Toy Show

This show is required to be 30 or 45 minutes and at private bookings only. As per the Natural Masturbation Show except you are additionally expected to insert three different vibrators/dildos in this show.

Toy Worx Show

This show is required to be 30 or 45 minutes and at private bookings only. It combines the elements of both the Pearl and Pop Show and the Basic Toy Show.

Fruit and Veg

This show is required to be 30 or 45 minutes and at private bookings only. As per the Toy Worx Show except instead of vibrators/dildos you are required to insert three different fruit/vegetables in this show.

Dominatrix show

This show is required to be 30 or 45 minutes and at private bookings only. As per the Basic Toy Show except you are additionally expected to lead the client around by a leash and spank him. Clients are to sign a waiver for this show

Greek Show

This show is required to be 30 or 45 minutes and at private bookings only. As per the Basic Toy Show except you are expected to insert three different vibrators/dildos into your anus in this show.

Duo show

This show is required to be 20, 30 or 45 minutes and at private bookings only. As per the Basic Toy Show except you are additionally expected to simulate masturbation on your duo partner as well, kiss your duo partner, simulate oral sex on your duo partner, insert three different vibrators/dildos into yours and your duo partner's vagina and use a double ended dildo in this show.

EXECUTION PAGE

EXECUTED by **A & W PREMIER
SERVICES PTY LTD (ACN 601 884
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Signature of Authorised Representative

Name and Title of Authorised
Representative

If Contactor is an individual or Sole Trader:

SIGNED by the Contractor in the
presence of:

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)
)
)

Witness

Contractor

Name (please print)

If the Contractor is a Company:

EXECUTED by the Contractor in
accordance with section 127 of the
Corporations Law:

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Director/Secretary

Director/Secretary