

## General Terms

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### 1. Term

- 1.1 This agreement commences on its date and continues until terminated in accordance with this agreement (**Term**).
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### 2. Client booking and marketing arrangements

- 2.1 The Angel must co-operate with Samantha X Angels in order to supply 5 photographs to Samantha X Angels that Samantha X Angels has approved and/or to participate in a photo shoot from time to time to produce such photos, in each case to use for marketing and advertising purposes for the Angel and at the cost of the Angel.
- 2.2 Samantha X Angels will consult with the Angel about the Profile Content to be used for the Angel from time to time and the rates to be charged for the Angel's Services to Clients but Samantha X Angels has the right to determine the Angel's Profile Content and rates from time to time as notified to the Angel. If deemed necessary for any particular Client or circumstance and whether from time to time or on a one off occasion, Samantha X Angels may discount the Angel's rates for a particular Client at its discretion.
- 2.3 Samantha X Angels must use reasonable endeavours to obtain bookings for the Angel via a variety of advertising and marketing methods from time to time. However, the Angel agrees that Samantha X Angels does not guarantee a minimum number of bookings with Clients per week or for any other time period.
- 2.4 The Angel must comply with the procedures notified to them by Samantha X Angels for indicating the Angel's availability to take bookings with Clients. As at the date of this agreement, this requires the Angel, every Sunday, to upload her availability for the coming week to the online spreadsheet administered by Samantha X Angels on Google docs. Details on how to access this document will be provided.
- 2.5 The Angel must do their best to be available most nights, particularly the busy days of Friday, Saturday & Sunday.
- 2.6 The Angel must do all that she can to respond to text messages from Samantha X Angels or any authorised person of it (including Amanda Goff and Vanessa Titmus) as quickly as possible (within 5 minutes) to ensure any potential booking for the Angel is not lost. If the Angel does not respond to text messages or emails within a reasonable time period on 3 separate occasions, Samantha X Angels reserves the right to terminate this agreement.
- 2.7 The Angel's safety is paramount. If at any time, the Angel feels unsure or unsafe about a Client, the Angel has the right to make her excuses and leave. Samantha X Angels will use reasonable endeavours to vet Clients beforehand. However, the decision to accept a booking is that of the Angel only and therefore the decision to leave a booking or unsafe situation with any Client is also the Angel's alone. It is the Angel's body, her choice. Accordingly, neither Samantha X Angels nor any other Samantha X Associate is liable to the Angel for any damage, loss or injury (including

physical injury) suffered by the Angel in connection with any action by any Client. Similarly the Angel is responsible for her own actions in connection with any Client and accordingly, must indemnify Samantha X Angels against any loss or damage suffered by Samantha X Angels in connection with any Client making any claim against Samantha X Angels or any other Samantha X Associate in connection with the Angel and the Client.

- 2.8 The Angel is responsible for arranging travel to and from bookings with Clients (including taxis, Uber costs, meals, beverages, flights and accommodation) at her own expense, except to the extent that for any booking with a Client, the Client has agreed to and does actually pay for those expenses.
- 2.9 Any costs incurred associated with appearance of the Angel in connection with providing Services (including hair, makeup, nails, waxing, clothing, lingerie, condoms, sex toys and accessories, DVDs and lubrication) are the responsibility of the Angel who must bear them at her own cost.
- 2.10 The Angel must conduct herself in a manner that upholds the Samantha X Angels brand of class, integrity & sophistication and any other relevant policies of Samantha X Angels from time to time for escorts who it represents. The Angel must always be polite and courteous to Clients and appearance must accurately reflect the brand positioning of Samantha X Angels.
- 2.11 The Angel must arrive and leave bookings with Clients sober and not under any influence of alcohol or drugs, either prescription or illegal, save for any prescription drugs required for any medical condition to which Samantha X Angels has given its prior written approval.
- 2.12 The Angel must have a sexually transmitted disease check done at a reputable health clinic or doctor's surgery at least every 6 months and provide Samantha X Angels the results. Any costs associated with such health checks are to be covered by the Angel.
- 2.13 Privacy for Clients and the Angel's identity is important. Samantha X Angels will never reveal the Angel's true identity to any Client or the general public, except if required by the law. The Angel must never reveal the true identity of any Client, again except as required by law.
- 2.14 The Angel must:
  - (a) comply with all relevant laws in providing the Clients the Services; and
  - (b) not engage in any other conduct that is unlawful, criminal or otherwise likely (in Samantha X Angels' reasonable opinion) to bring Samantha X Angels or the Angel into disrepute or ridicule.
- 2.15 The Angel agrees and warrants that:
  - (a) the Angel has not entered into any other agreement which would restrict or prevent the Angel from carrying out the obligations under this agreement or that is in any way similar to or competitive with this agreement; and
  - (b) the Angel has no criminal convictions that she has not disclosed to Samantha X Angels before entering into this agreement.

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### **3. Fee and Client payment arrangements**

- 3.1 Samantha X Angels charges a fee payable by the Angel for introducing Clients and providing its services under this agreement which is 40% of the fee payable by a Client for any booking with the Angel.
- 3.2 If the Client makes payment via cash to the Angel for a booking, the Angel must transfer the Fee amount for that booking to Samantha X Angels' nominated bank account within 48 hours of the booking. Samantha X Angels will notify the Angel of the Fee amount. As at the date of this agreement, Samantha X Angels' Bank Account details are:

**Bank: Westpac**

**Account name: Samantha X**

**BSB: 032-050**

**Account no: 351788**

- 3.3 If a Client pays for a booking with the Angel by EFT or credit card or some other payment method to Samantha X Angels, Samantha X Angels must pay the Angel an amount equal to the booking fee less the Fee payable under clause 3.1 on a Wednesday night (for bookings that occurred between Mon-Wed of that week) and Sunday night (for bookings that occurred between Thu-Sun of that week) or as per any other payment arrangements notified by Samantha x Angels from time to time.
- 3.4 The Angel acknowledges and agrees that the payment of any amount by Samantha X Angels under clause 3.3 constitutes full and final payment to the Angel of any amount of a booking fee for a Client that is payable to the Angel.
- 3.5 The Angel is solely responsible for the payment or withholding of any tax arising in respect of the payment of, or receipt of, any amount payable by a Client form Services and payable to the Angel and must remit all such tax payments to the ATO or state revenue office or other relevant tax authority as required.

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### **4. Intellectual Property**

- 4.1 The Angel agrees:
- (a) to permit Samantha X Angels to use the Angel's Name, Image or Likeness as provided in this agreement; and
  - (b) not to allow the Angel's Name, Image or Likeness to be associated with any services or representation provided by a Competitor.
- 4.2 The Angel agrees that Samantha X Angels may:
- (a) communicate the Profile Content to the public by means of any medium chosen by Samantha X Angels, including any Samantha X Angels Website, Social Media, internet/online and print; and
  - (b) without limiting paragraph 4.1(a), use (including the right to use, copy, broadcast, publish, communicate to the public, adapt and modify any photography or film footage of the Angel taken during any event, appearance

or performance attended or participated in by the Angel on Samantha X Angels' request or pursuant to this agreement) the Angel's Name, Image or Likeness in connection with the services provided by Samantha X Angels under this agreement [by means of any medium chosen by Samantha X Angels, including any Samantha X Angels Website, Social Media, internet/online and print.

- 4.3 The Angel agrees that nothing in this agreement obliges Samantha X Angels to use any particular Profile Content and the Angel is not entitled to any damages or other relief if Samantha X Angels fails to do so.
- 4.4 The Angel acknowledges and agrees that:
- (a) Samantha X Angels owns or hereby has vested in it all Intellectual Property Rights (including the copyright in any profile which the Angel has created or to which the Angel has contributed, as well as any sound recordings and/or cinematograph films, and rights in any performances, featuring the Angel and created by or on behalf of Samantha X Angels) in connection with Profile Content;
  - (b) the Angel does not gain any rights of ownership over any of Samantha X Angels' Intellectual Property Rights under this agreement; and
  - (c) the Angel agrees to execute all documents and take all actions reasonably necessary to give full effect to this clause.
- 4.5 The Angel gives every consent necessary to enable Samantha X Angels to make the fullest use of any Intellectual Property Rights in any Profile Content in accordance with the rights granted under this agreement. Without limitation, the Angel consents to any act or omission that would otherwise constitute an infringement of any Moral Rights the Angel may have in respect of any Profile Content. In this clause, "Moral Rights" has the meaning given under the Copyright Act 1968 (Cth).
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## **5. Relationships between Samantha X Angels, the Angel and Clients**

- 5.1 The Angel acknowledges and agrees that:
- (a) her provision of Services to a Client creates a legal and direct business relationship between the Client and the Angel to which Samantha X Angels is not a party;
  - (b) Samantha X Angels and any other Samantha X Angels Associate is not liable for the actions of a Client in relation to the Angel;
  - (c) the Angel is solely responsible for taking such precautions as may be reasonable and proper (including not having unprotected sex and other sexually explicit acts) regarding the conduct of a Client.
- 5.2 The relationship between the Angel and Samantha X Angels is one of independent contractors and the Angel is not an employee of Samantha X Angels (or any other Samantha X Associate). It is the express intention of the parties that an employment relationship between Samantha X Angels (or any other Samantha X Associate) and the Angel is denied.

- 5.3 The Angel undertakes not to hold herself out as an employee, agent or authorised representative of Samantha X Angels or any other Samantha X Angels Associate
- 5.4 Without limiting the Angel's responsibilities under clause 5.3, the Angel must:
- (a) not to make any claim for Employee Entitlements against Samantha X Angels; and
  - (b) indemnify Samantha X Angels for the Angel's failure to comply with clause 5.4(a).
- 5.5 Nothing contained or implied in this agreement creates any relationship of partnership, principal and agent, or trust between the parties.
- 5.6 The Angel does not have the authority to bind Samantha X Angels in any way.
- 5.7 For the purpose of this clause 5, "Employee Entitlement" means any payment or benefit to which an employee may be entitled by law or under any industrial award or agreement, including (without limitation) salary or wages, notice or severance payments, leave entitlements, loadings, allowances or other benefits
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## **6. Confidentiality and intellectual property**

- 6.1 Each party agrees that it will not disclose to anyone the terms of this agreement or any information exchanged between the parties in connection with this agreement without the other party's prior written approval, except as may be required by law.
- 6.2 The Angel must protect the confidential nature of Samantha X Angels' confidential information both during and after the Term of this agreement and must not, without the prior written consent of Samantha X Angels, disclose the confidential information to any person or use the confidential information other than for the purpose of properly performing the Services, unless the disclosure or use is required by law.
- 6.3 Neither party may make any press or other announcements or releases relating to this agreement without the prior written approval of the other party.
- 6.4 The parties agree not to make negative or disparaging comments in public about the other party, the other party's business affairs or this agreement. These obligations apply both during the Term and for 12 months after termination of this agreement.
- 6.5 On termination of this agreement or when requested by Samantha X Angels, the Angel must immediately return to Samantha X Angels any property of Samantha X Angels or any Samantha X Angels Associate in her possession or control.
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## **7. Termination**

- 7.1 The Angel has the freedom to leave at any time and discontinue representation by Samantha X Angels under this agreement. If at any time the Angel no longer wishes for Samantha X Angels to represent her, she must notify Samantha X Angels that she wishes to terminate this agreement with effect from the date specified in the notice (which cannot be longer than 7 days after the date of the notice). This agreement terminates from the date validly specified in the notice but if no date is specified, this agreement terminates on the date the notice is received by Samantha X Angels.

- 7.2 Samantha X Angels also has the right to discontinue representation of the Angel under this agreement. To do so, Samantha X Angels must notify the Angel. This agreement terminates from the date validly specified in the notice but if no date is specified, this agreement terminates on the date the notice is received by the Angel.
- 7.3 Samantha X Angels may also terminate this agreement on notice to the Angel if:
- (a) the Angel breaches a term of this agreement;
  - (b) the Angel is charged with or convicted of any criminal misconduct;
  - (c) the Angel otherwise engages in any conduct that brings (or could bring), in Samantha X Angels' sole discretion, the Angel, Samantha X Angels, or Samantha X's other brands into disrepute or ridicule and/or in any way diminishes the value of Samantha X Angels' involvement in this agreement;
  - (d) the Angel is bankrupt or enters into a deed of arrangement with her creditors;
  - (e) the Angel dies or becomes incapacitated or is by any means disfigured in a way such that, in the reasonable opinion of Samantha X Angels, the Angel is no longer suitable to perform the Services.
- 7.4 Termination of this agreement by either the Angel or Samantha X Angels will not release the other party from liability in respect of any breach of, or non-performance of, any obligation pursuant to this agreement.
- 7.5 On termination of this agreement for any reason:
- (a) Samantha X Angels will have no further right to use the Angel's Name, Image or Likeness for commercial purposes, except that Samantha X Angels may continue to use any materials already in existence and which use the Angel's Name, Image or Likeness for 1 month following the date of termination and thereafter for internal archival purposes only;
  - (b) the Angel's Name, Image and Likeness together with her Profile Content must be removed from any marketing materials and the website as soon as reasonably practicable.

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## **8. Exclusivity**

- 8.1 Angels must not operate as an independent escort while being represented by Samantha X Angels under this agreement.
- 8.2 The Angel agrees to provide the Services exclusively to Clients introduced by Samantha X Angels. The Angel must not:
- (a) promote, endorse or be associated with (directly or indirectly) any business that is in direct or indirect competition with Samantha X Angels; or
  - (b) permit any entity which markets, advertises, or promotes the Angel's Services or introduces clients to escorts in direct or indirect competition with Samantha X Angels to use the Angel's Name, Image or Likeness or photograph or otherwise be associated with the Angel in any advertising, marketing or other material without the prior written consent of Samantha X Angels.

- 8.3 The Angel must not directly or indirectly negotiate, solicit or entertain any offers or enter into any agreement with any person that is in any way similar to or competitive with this agreement (and particularly includes any such agreement with a Competitor) before termination of this agreement under its terms.
- 8.4 The Angel acknowledges that the above prohibitions and restrictions are reasonable and necessary in the circumstances to protect Samantha X Angels' interests and that damages are not an adequate remedy to compensate Samantha X Angels if the Angel breaches any of the above prohibitions or restrictions.
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## **9. GST**

- 9.1 If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate. The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a tax invoice. If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount. If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.
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## **10. Notices**

- 10.1 Any notice to be given by either party to the other may be sent by email, post or in person to the address of the other party (as appearing in the Details) or such other address as such party may from time to time have communicated to the other in writing.
- 10.2 If sent by email, the notice will be deemed to be served when the sender receives an automated message confirming delivery or four hours after the email is sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered, whichever occurs first.
- 10.3 If sent by post, the notice will be deemed to be served in three Business Days following the date of posting.
- 10.4 If delivered in person, the notice will be deemed received when delivered.
- 10.5 However, if the delivery or receipt is on a day not a Business Day or after 4pm on such a day, it is regarded as received at 9am on the next Business Day.
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## **11. General**

- 11.1 This agreement constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this agreement. Neither party is entitled to rely on any agreement, understanding or arrangement which is not expressly contained or referred to in this agreement.

- 11.2 The warranties, other representations and promises by the parties in this agreement are continuing and will not merge or be extinguished on completion of this agreement.
- 11.3 A provision of this agreement or a right created under it, may not be waived or varied except in writing which is signed by both parties, which expressly refers to this agreement and states it is a variation of this agreement.
- 11.4 The Angel must not assign or otherwise deal with any right and/or novate any obligation under this agreement without the prior written consent of Samantha X Angels. Samantha X Angels may assign or otherwise deal with any of its rights and/or novate any obligation under this agreement to another Samantha X Angels Associate.
- 11.5 If any provision, or part thereof, of this agreement is void or otherwise unenforceable for any reason, then that provision or part thereof will be severed, and the remainder of the agreement will be read and construed as if the severable provision, or part thereof, had never existed.
- 11.6 Each party agrees to do all other things necessary to give full effect to this agreement and the arrangements contemplated by it.
- 11.7 This agreement may be signed in counterparts and all counterparts taken together constitute one document.
- 11.8 This agreement is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.
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## **12. Definitions and general interpretation**

### **Definitions**

- 12.1 **Business Day** means a day that is not a Saturday, Sunday, a public holiday or bank holiday in Sydney, Australia.
- 12.2 **Client** means a person to whom the Angel provides escort or other sex industry services to and introduced to the Angel by Samantha X Angels under this agreement.
- 12.3 **Competitor** means any escort agency or other business providing sex industry services.
- 12.4 **Details** means the written details of the parties and related information at the beginning of this agreement.
- 12.5 **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 12.6 **GST Amount** means the amount calculated by multiplying the monetary consideration payable by the recipient (excluding the amount payable as GST) for the relevant taxable supply by the prevailing GST rate.
- 12.7 **Intellectual Property Rights** means all patents, copyright, registered designs, registered and unregistered trade marks, trade secrets, circuit layout rights, know how and confidential information and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation of July 1967.

- 12.8 **Name, Image or Likeness** means the Angel's name, signature, biographical details, image, likeness and appearance and includes such elements of any character devised by the Angel or Samantha X Angels for the purpose of this agreement.
- 12.9 **Profile Content** means profile content of the Angel used to promote the Angel's Services to Clients, including any description of the Services the Angel provides for Clients.
- 12.10 **Samantha X Angels Associate** means:
- (a) Amanda Goff; and
  - (b) any business, sole trader business, partnership, company, trust or other organisation structure that is at least simple majority owned or controlled, directly or indirectly by Amanda Goff.
- 12.11 **Samantha X Angels Website** includes a website owned or operated by Samantha X Angels or any other Samantha X Angels Associate (including at the date of this agreement samanthaxangels.com.au and samanthax.com.au).
- 12.12 **Services** means escort and any other sex industry related services provided to clients.
- 12.13 **Social Media** means online social media services, including Facebook, Twitter, Snapchat, Instagram, What's App, flickr + and YouTube.

### Interpretation

Unless the contrary intention appears, a reference in this agreement to:

- 12.14 **(singular includes plural)** the singular includes the plural and vice versa;
- 12.15 **(person)** the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
- 12.16 **(administrators, successors, substitutes)** a particular person includes a reference to the person's administrators, successors and substitutes (including, persons taking by novation) and assigns;
- 12.17 **(dollars)** Australian dollar, \$, AU\$ or AUD is a reference to the lawful currency of Australia; and
- 12.18 **(meaning not limited)** the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example of examples of a similar kind.

Samantha X Angels details:

**Amanda Goff**, trading as Samantha X Angels ABN 60 121 489 332 (**Samantha X Angels**)

Email Address: samantha@samanthax.com.au

Recitals:

Samantha X Angels provides services (including managing an online website to seek persons who wish to engage the services of an escort) for the purpose of providing client introductions to selected persons approved by Samantha X Angels who are independent providers of escort and other sex industry related services and wish Samantha X Angels to represent them exclusively.

The Angel desires to enter into this agreement for the purpose of accessing and using those services from Samantha X Angels.

This agreement is binding on the parties when both parties have signed it.

If a party authorises a person to sign this agreement on its behalf, then, by signing this agreement, the signatory represents and warrants that he or she has shown this agreement to the party and that the party has duly authorised him or her to sign this agreement on its behalf.

<b>EXECUTED</b> as an agreement on the terms of these Details and General Terms.	
Name:	Name: Amanda Goff (Samantha X)
Signature: _____	Signature: _____
Date:	Date: