



"Divine Sensations, Sumptuous Delights"

DANCER CONTRACT – DIVINO Macau

Parties

(1) Divino Macau ("Club")

(2) _____ (full name) otherwise _____ (stage name)
("Dancer")

This Dancer Agreement is made and entered into by and between Divino and Dancer as indicated and dated below. Divino and Dancer, in consideration of the terms, covenants and conditions stated herein, agree as follows:

1. Term of Agreement

This Contract shall be for an initial term of three (3) months from the date the working visa is granted, and shall automatically be renewed for one (1) successive term of three (3) months unless the party desiring not to renew, gives written notice to the other party, not less than **fifteen (15) days** prior to the expiration of the initial term, or unless this agreement is otherwise terminated as provided herein.

2. Scheduling of Dates

Club shall exclusively establish and set the particular days of work and day off. Each day so scheduled shall start at 9pm or the time informed by Management previously at least with one week in advance. The time of starting the Operation is settled exclusively by the Company at its own discretion. Dancer must reach club one hour before the starting time. Dancer hereby agrees to work six (6) days per week.

3. Commission Fee

a. Divino agrees to pay commission fee to Dancer every two (2) weeks on 15th and 31st of each month. Commission for 1st to 15th will be paid on the 31st and commission for 16th to 31st will be paid on the 15th of the following month.

b. Dancer shall receive the sum of 50% on the **net charged amount** (meaning gross amount minus discounts and promotions, so the effectively amount paid by the customer) for any private dance show PD including packages or other promotions, a private dance ticket, PDT, a table dance, TD. For ladies drinks, LD, a sum of 20% of the **net charged amount** of LD, another 20% of the **net charged amount** for bottle drinks excluding whisky, for each call request, CR, the sum of (100MOP), and (80MOP) for a stage tip fee DD, Divino Dollar; excluding only tips given by the general public to the dancers directly which are 100% for the dancer. Commission for Event tickets is 200 MOP.

c. The dancers are entitled to a Minimum Guarantee Payment (MGP) based on a MOP 600 per day, provided she works at least eleven (11) days per paying period of 15 days as per above. This MGP will be given only for the first month of their contract and shall be calculated after 30 days of working period. If the dancer was not able to reach the MGP on the second (2nd) month; the contract will be automatically terminated. If during such certain period the amount of commissions will not reach the amount of MGP, the Company shall pay to the dancer at least such guarantee amount of MGP. However, if the dancer produces commissions in excess of the MGP, no additional payment as per MGP will be effected. The penalties will not be consider in this calculations and are always deductible.

4. Use of Premises

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Dancer agrees to:

- A. Perform bikini/topless dance entertainment at the Premises for the general public during all operating hours. To sit down with Guest in the tables and entertain them while they are in the club.
- B. Use the Premises in a professional, courteous and reasonable manner in consideration of and for the convenience of the guests and other dancers on the Premises; undisciplined behavior won't be tolerated and are subject to penalties/fines.
- C. To sell tickets of Club in cases of club events.
- D. To attend every Friday for a Dancer General Meeting, at 8:30pm at the Premises. (*Time & date subjected to change.*)
- E. Apply for; keep and maintain, in full force and effect, any and all licenses and/or permits necessary or required by any governmental agencies; Working Permit (SPW), and Medical Check.
- F. Comply with, and otherwise not violate, any and all rules, regulations, statutes, ordinances or other laws imposed by any national or local governmental agencies.
- G. Not to leave Macau Special Administrative Region in conjunction to her day offs during the contract period.
- H. Not to perform in any similar industry/ entertainment venue in Macau and/ Hong Kong/ Mainland China upon termination/ expiration of this contract for a period of one year, according to labor law of China.
- I. **Pay a sum of 2750MOP - In advance from the first payment as monthly accommodation fee NOT INCLUDING utilities bills e.g.: water, electricity, gas internet, building administrative charges, apartment common areas maintenance, etc. For utilities of the apartments, dancers are charged in advance 25MOP per dancer per day of apartment's occupancy.**
- J. Dancers need to pay 250 when surrendering the apartment to company as Apartment Cleaning and Maintenances services after they finish this contract. **Accommodation fees from the building management are subject to change without prior notice.**

5. Compliance with Rules and Regulations

5.a Dancer agrees to be responsible for any damage she causes to the Premises, and/or to any personal property, furniture, fixtures, inventory or equipment located thereon, and shall reimburse Divino the actual expenses incurred to repair such damages or to replace such damaged property (real or personal), furniture, fixtures, inventory, and/or

equipment in company apartments, refer to Divino Macau Accommodation for Dancers Agreement.

5.b Additional Dancer's Obligation. 1) After the first month of work, Dancer is requested to bring at least 4 call request every 2 weeks to the club. Otherwise Dancer must pay 100 MOP for each call request that she doesn't make. 2) To sell 4 tickets of Monthly Parties (500 MOP each ticket). In case the Dancer cannot sell it, Dancer must pay the total of the ticket.

6. Taxes

Dancer shall exclusively be responsible for, and pay all taxes and contributions imposed or required at any time by income and other tax and national insurance contributions laws.

7. Costumes and Dress Code

Dancer shall supply all her own costumes and wearing apparel of any kind or nature, subject to compliance with applicable laws and/or national or local governmental regulations, and Club can control any fashion whatsoever of the costume and/or wearing apparel chosen by Dancer. In case Dancer doesn't have dresses or shoes, Management will buy for them and expense will be deducted from their commissions.

8. Nature of Performances

Dancer shall work with the Club Management to direct and/or control the nature, content, character, manner or means of Dancer's performance on the Stage and in the tables.

Dancer acknowledges and agrees to accept Management system to introduce Dancer to guests in premises, in the order established for Club Management.

Dancer shall have no right to introduce herself or sit down with guest without Management permission in order to avoid conflicts with another fellow dancers and co-workers.

9. Material Breach

Any of the following conduct by Dancer shall constitute a material breach of this agreement entitling Dancer to treat this Contract as terminated:

- A. Failing to maintain and keep in full force and effect any and all licenses and/or permits necessary and/or required by any national or local governmental agency;
- B. Dancers must give true information about parents name and all personal particulars.
- C. Violating any laws of regulations while on the Premises;

- D. Engaging in disruptive behavior while on the Premises; or
- E. Violating any public health or safety laws, rules, regulations, or concerns.
- F. Use of DRUGS and PROSTITUTION are criminal offenses, in case Dancer violates Macau law, Club will report the Dancer to the authorities in CHINA.
- G. Not show to work for more than three (3) consecutive days. In that case, contract will be immediately terminate and her case would be reported to local authorities as Bureau of Immigrations for immediate deportation and names will be put in Macau Immigration black list.
- H. Dancer must leave the country on the date stated on the return air ticket upon termination/ expiration of the contract.

10. Termination

Either party hereto may terminate this Contract, without cause, upon fifteen (15) days notice to the other party.

Upon termination of contract on the dancers' will, club will not reimburse dancers' return air ticket but will pay the balance dancers' commission. Deductions will apply "Earlier termination contract fees" total of 8500 MOP plus "working permit/visa application fees". In case Dancer wishes the company to send her commissions, she must shoulder the banking transfer fees.

11. Club's Additional Obligations

Club shall, in addition to the clauses as set above:

- A. Provide to Dancer the reimbursement of air ticket after 78 working days up to 1000USD. No ticket reimbursement if contract is less than 3 months.
- B. Provide the Dancer with a safety and clean work environment.
- C. Provide to Dancer with all the special working permits required by Macau Government and other local authorities.
- D. Provide to Dancer with accommodation during the time of this contract. Dancer agrees that minimum of 2 dancers can live together in one room.

Dancer specifically acknowledges that she has been advised that it is the policy of Divino Macau not to enter into an agreement with a performer who is under the age of eighteen (18). Dancer hereby represents and warrants that she is eighteen (18) years of age or older, that she has provided or will, upon request, provide identification attesting to her age, and that such identification is valid and authentic.

Dancer Full Name and Signature _____

Passport Number _____

Period of Contract _____

Club Representative _____