**Employment Agreement**

This **Employment Agreement** (this **Agreement**) is made at **Karachi , Pakistan** as of 1st January, 2021, between:

**Atmosphere Health Club (Pvt) Ltd**., a private limited company incorporated under the laws of Pakistan having its registered office located at Plot No.25, at the junction of Talpur Road & Old Queens Road Karachi-74000 (the **Employer** or the **Club**);

And

**Ms. Ms. Amber Naim D/o Naimuddin Ahmed D/o** having CNIC No: 42301-0871978-4 , residing at Plot 19-C, 1st floor, st 4, Bukhari Commercial, Phase 6 DHA, Karachi South (the **Employee**) (hereinafter referred to collectively as **Parties** and each individually as **Party**).

Whereas the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

In Consideration of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. **Employment**

The Employee agrees that he/she will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this Agreement.

1. **Position Title**

As Administration Manager Atmosphere, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner.

1. Ensure the gym floor which includes the entire floor, changing room, steam sauna Jacuzzi and studio equipment are clean, well maintained, and secure. Ensure trainers are keeping the entire gym floor to standard.
2. Also ensure other areas like business lounge, office area, reception, staircases, external areas etc. are clean and well maintained at all times.
3. Responsible for completing and maintaining records for all equipment maintenance and cleaning checklist.
4. Ensuring the maintenance problems found are addressed quickly and resolved. Any problem not being resolved should be elevated to the management if required.
5. Maintain training, IT, admin and other items complete inventory at all times on system.
6. Coordinate any needed repairs with contractors or outside vendors.
7. Recommend purchases for routine and needed maintenance items to management when required.
8. Ensure procurements are made through the set Atmosphere SOP.
9. Responsible for floor and admin staff scheduling; covers floor, when needed.
10. Ensure all works are done as per SOP for routine and all other tasks.
11. Make sure trainers adhere to safety guidelines by putting away any used equipment during and after training sessions (fitness floor and exercise studios); report all unsafe/maintenance issues immediately.
12. Maintain a client file for all active clients to include the following: Health History, Waiver, Rules & Regulations, and consultation information. Ensure all trainers reference to any client’s fitness regime are also filed and updated in these files.
13. Respond to all member and guest concerns in a prompt, professional, and courteous manner providing with top customer service. Keep management well-informed of any major issues and/or concerns.
14. Ensure the reception area is well organized, the checklist is being populated every day and being submitted to ensure all routine tasks are completed.
15. Monitor measure and report on Admin and Maintenance issues, opportunities and development plans and achievements within agreed formats and timescales.
16. Perform other related duties as assigned by the management
17. Welcome new customer to the gym, make them seated and arrange a trainer for tour.
18. Take feedback and complaints from members.
19. Distribute towels and RFID bands to current members.
20. Communication is a very important part of the job. Ensure all queries are answered via email, phone calls or in person. Also inter department queries is also done when required.
21. Collect payment from new members and other monthly or periodic subscribers.
22. Complete understanding of gym software and application on the managerial side for efficient use.
23. Music control for the entire floor.
24. Maintain the first aid kit and emergency contact number at all times.
25. Comply with any other responsibility/duty assigned by the Senior trainer, Head coach and the management from time to time
26. **General Terms & Conditions of the Employee**
27. The employee shall not work at any other gym on full time basis or on contractual terms while employed at Atmosphere.
28. The Employee agrees they shall not solicit any Club member to train outside the Club’s premises.
29. The Employee understands that member information is confidential and the sole property of Club and cannot be accessed for personal use.
30. The Employee is expected to uphold the class schedule by arriving with enough time prior to the class start time to begin classes ON TIME.
31. The Employee is required to be CPR certified & provide Club with a copy of their current certification.
32. The Employee understands that all equipment within the facility needs to stay on premises and cannot be used for any purpose other than generating revenue and clientele for Club.
33. The Employee is expected to present themselves in a positive and professional manner at all times. If available, always wear Club apparel when teaching classes. Representing other fitness studios, in any manner, is subject to immediate termination.
34. The Employee is expected to stay current on class formats and instructing techniques. Participation in classes, whether at the Club or another related fitness studio, and workshops to enhance professional development are highly recommended.
35. The Employee shall not dissuade a Club member from taking another instructor’s class.
36. The Employee shall be responsible for finding their own substitute of equal experience and qualifications in the event she is unable to attend a session.
37. As you are a full time employee at Atmosphere you will not take full time or part time job at any other gyms unless agreed upon in writing.
38. The Employee is responsible for upholding the integrity of the Club at all times.
39. **Compensation**
40. As full compensation for all services provided the Employee shall be paid at the rate of Rs. 50,000/= (Rupees Forty thousand only) per calendar month (the **Monthly Salary**). The Monthly Salary shall be subject to deductions required by the law.
41. Time: 8 am to 4 pm.
42. **Leave**

The Employee shall be entitled to causal leaved of 14 days per annum.

1. **Probation Period**

It is understood and agreed that the first ninety days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

1. **Contract Termination**
2. If the Employee, at any time decides to leave the employment with the Club, he shall give an advance written notice of at least two (2) months to the Club or make a payment equivalent to two months Monthly Salary in lieu of notice.
3. The Employer may terminate this Agreement and the Employee’s employment at any time without any cause, with one months’ written notice or payment in lieu of notice.
4. The Employer may terminate this Agreement and the Employee’s employment immediately; in the events the Employee breaches any code of conduct or gross negligence or wilful misconduct in performance of his duties and obligations under this Agreement. In such case, the Employee shall not be entitled to any unpaid salary / amount due from the Club.
5. The Employee agrees to return any property of the Employer at the time of termination.
6. **Indemnity**

The Employee shall indemnify and keep the Employer fully and effectively indemnified at all times against all losses suffered or incurred by the Employer as a result of or in connection with a material breach of this Agreement by the Employee or the negligence, willful default or fraud of the Employee.

1. **Non- Competition**
2. It is further acknowledged and agreed that following termination of the Employee’s employment with the Employer, the Employee shall not hire or attempt to hire any current employees of the Employer and not engage in competing business within a radius of 5 kilometres from the Club for atleast five years from the date of termination.
3. It is further acknowledged and agreed that following termination of the employee’s employment with the Employer for any reason the Employee shall not solicit business from current members of the Club in the 6 month period immediately preceding the employee’s termination.
4. **Laws**

This agreement shall be governed by the laws of the Pakistan.

1. **Entire Agreement**

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

1. **Severability**

The invalidity in whole or in part of any portion of this Agreement shall not affect the validity of the remainder of this Agreement and in such a case of invalidity the Parties shall endeavor in good faith to modify the invalid provisions so as to carry out as nearly as possible the original intent of the Parties in a legally enforceable manner.

1. **Survival**

The Parties agree that the provisions of Section 9 (*Indemnity*)and Section 10 (*Non Competition*) shall survive the termination of this Agreement. Further, all such relevant provisions of this Agreement that are required for the enforcement of each Party’s obligations and for the settlement of liabilities, in each case, upon termination of this Agreement shall survive the termination of this Agreement until such obligations have been performed and the liabilities settled.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

On Behalf of the Employer:

**Atmosphere Health Club (Pvt) Ltd**

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**Mustafa Shabbir Hussain S/o Shabbir Hussain**

CNIC: 42201-0435024-5

On Behalf of the Employee:

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**Ms. Amber Naim D/o Naimuddin Ahmed**

CNIC 42301-0871978-4

Witnesses:

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2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_