

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this Agreement) is made at KARACHI, PAKISTAN as of 5th July, 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

Mr. Mehmood Abro S/O Ahmed having CNIC No: 42301-1005672-9, residing at Flat no. 06 Madina Palace khadda liyari Karachi (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 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.

2. POSITION TITLE

As a Gym Senior Trainer, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner.

- a. Provide Gymnasium tour to potential / prospective members and guests;
- b. Provide consultancy services in accordance with the Standard Operating Procedure (SOP) to the members;
- c. Ensure conducive and friendly environment and proper maintenance of the floor;
- d. Sales of gym services and following up with potential customers to complete a sale.
- e. Ensure top customer service to retain members.
- f. Marketing the gym on different forums as required by the Atmosphere Management and Head Trainer
- g. Complete Manager on Duty (MOD) charts & reports and submit to the Head Trainer;
- h. Provide Personal Training and conduct group classes;
- i. Ensure opening and closing of gymnasium as per the time schedule and Standard Operating Procedure (SOP)
- j. Ensure compliance with the applicable Standard Operating Procedures in letter and spirit;
- k. Any other responsibilities assigned by the Head Trainer or the Atmosphere Management in consultation with the Head Trainer from time to time.

3. GENERAL TERMS & CONDITIONS OF THE EMPLOYEE

- (a) The employee shall not work at any other gym on full time basis or on contractual terms while employed at Atmosphere.
- (b) The Employee represents that she is knowledgeable and experienced in training and possess, at minimum, a group fitness training certification and/or a personal training certification which are current and up-to-date.
- (c) The Employee agrees they shall not solicit any Club member to train outside the Club's premises.
- (d) The Employee understands that member information is confidential and the sole property of Club and cannot be accessed for personal use.
- (e) 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.
- (f) The Employee is required to be CPR certified & provide Club with a copy of their current certification.
- (g) 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.
- (h) 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.
- (i) 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.

- (j) The Employee shall not dissuade a Club member from taking another instructor's class.
- (k) 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.
- (l) 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.
- (m) The Employee is responsible for upholding the integrity of the Club by following the duties below:

Before classes:

- 1) Arrive 15 minutes prior to class start time.
- 2) Turn on lights & music (low volume).
- 3) Greet every client with a smile and a warm welcome.
- 4) Leave front doors open during class
- 5) Check in every client that attends class.

After Classes:

- 1) Thank everyone for coming and wish them a wonderful day or evening.
- 2) DOUBLE check-in all clients.
- 4) Allow 15-20 minutes after classes to clean & straighten up the studio and process member transactions!
- 5) CLEAN and Re-SET up all stations properly.
- 6) Turn off all lights, fans, MIC, sound system equipment, etc. Make sure the door is locked behind you.

4. COMPENSATION

- (a) As full compensation for all services provided the Employee shall be paid at the rate of Rs. 55,000/= (Rupees Fifty five thousand only) per calendar month (the **Monthly Salary**). The Monthly Salary shall be subject to deductions required by the law.
- (b) In addition to the Monthly Salary, the Employee shall be paid 50% of the revenues generated by the Club from personal trainings conducted by the Employee (the **Personal Trainings Payment**). Personal Training payments will be made on the revenue after deduction of all tax as applicable by law
- (c) Minimum of 5 PT clients have to be retained each month.
- (d) Timings : 7am to 3pm

5. LEAVE

The Employee shall be entitled to casual leave of 14 days per annum.

6. 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.

7. CONTRACT TERMINATION

- (a) 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.

- (b) 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.
- (c) 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.
- (d) The Employee agrees to return any property of the Employer at the time of termination.

8. 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.

9. NON- COMPETITION

- (a) 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.
- (b) 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.

10. LAWS

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

11. 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.

12. 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.

13. 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

Mustafa Shabbir Hussain S/o Shabbir Hussain
CNIC: 42201-0435024-5

On Behalf of the Employee:

Mr. Mehmood Abro S/O Ahmed
CNIC No: 42301-1005672-9

Witnesses:

1. _____
2. _____