

Date: 24/10/2024

Ms. Tessie Fernandes,

We at Aminu Wellness Private Limited (hereinafter referred to as the "Company" or "Employer") are excited to welcome you on board. Below are the key details of your employment contract followed by detailed terms and conditions of the employment contract.

Designation:	Content Specialist – Digital Media
Location:	Remote
Reporting Manager:	Prachi Bhandari
Joining Date:	04/11/2024

Roles and Responsibilities:

- Write engaging social media content and collaborate with design team for consistency.
- Create ad copy for performance marketing channels and optimize it for better results.
- Align copy with brand messaging and contribute to campaign ideas.
- Use SEO practices to improve content visibility and reach.
- Track performance metrics and suggest improvements.
- Work with internal teams and partners to ensure successful campaigns.
- Overall, maintain a positive image and recall of AMINU as a brand

Compensation:

- Employee shall receive a monthly salary (see Appendix 1 for details) paid on the last working day of the month, and normal statutory deductions by the Employer.
- If the Company changes the Employee's position or location based on the Company's requirements, adjustments shall be made to the compensation package.
- Employee shall be eligible for an annual increment every April provided that the employee has completed 12 months at the organization. The quantum of increment and bonus will be the employer's sole discretion.

Business Time

- Employee shall work 6 (six) days a week from Monday to Saturday and working hours are 10:00 AM to 7:00 PM.
- The Company shall observe 10 (ten) public holidays during a financial year and the list of such holidays will be communicated at the beginning of each year.
- Employee may be required to work on holidays at times and will be eligible for a compensatory day off.

Leaves

- Employee is entitled to eighteen (18) days of privileged leave & eight (8) days of casual/sick leave in a year. The leaves allotted will be on a pro-rated basis the joining date of the employee.
- Employee must seek approval for any privileged leave at least 1 week in advance.
- Employee may carry forward a maximum of 7 privilege leaves from one year to the next. Casual leaves will not be carried forward.

Look forward to a mutually fruitful association.

Regards,
Pragya Gupta

Appendix 1: SALARY BREAKUP

During Probation (3 months from joining date)
4th November 2024 - 31st January 2025

	Per Month	Per Annum
Basic	₹ 28,800	₹ 3,45,600
HRA	₹ 14,400	₹ 1,72,800
Health Insurance Coverage	₹ 0	₹ 0
Conveyance	₹ 2,400	₹ 28,800
Other Allowances	₹ 2,400	₹ 28,800
Total Gross Salary	₹ 48,000	₹ 5,76,000
Less: Deductions (Professional Tax)	₹ 200	₹ 2,400
Total In-hand Salary	₹ 47,800	₹ 5,73,600

Post Probation (February onwards)

	Per Month	Per Annum
Basic	₹ 30,000	₹ 3,60,000
HRA	₹ 15,000	₹ 1,80,000
Health Insurance Coverage	₹ 486	₹ 5,837
Conveyance	₹ 2,500	₹ 30,000
Other Allowances	₹ 2,500	₹ 30,000
Total Gross Salary	₹ 50,486	₹ 6,05,837
Less: Deductions (Professional Tax)	₹ 200	₹ 2,400
Total In-hand Salary	₹ 49,800	₹ 5,97,600

Appendix 2: TERMS OF EMPLOYMENT

Position

- During the job the Company may change Employee's position or location based on Company's requirements or according to the employee's working capacities and performance.

Duties and responsibilities

- The Employee agrees that during the Employment Period, he/she shall devote his/her full business time to the business affairs of the Company and shall perform the duties assigned to him/her faithfully and efficiently, and shall endeavor, to the best of his/her abilities to achieve the goals and adhere to the parameters set by the Company.
- The Employee further promises to never engage in any theft of the Employer's physical or intellectual property or attempt to defraud the Employer in any manner.
- The Employee shall not be assigned duties and responsibilities that are not generally within the scope and character associated or required of other employees of similar rank and position.

Benefits Eligibility

- Subject to satisfactory performance and successful completion of the probationary period, the candidate will be eligible for conversion to full-time employment, which includes the issuance of health insurance and other additional benefits.

Business related expenses

- All reasonable expenses arising out of employment shall be reimbursed assuming that the same have been authorized before being incurred.

Obligation of the Employee

- Upon execution of the agreement, the Employee shall not engage in any sort of theft, fraud, misrepresentation, or any other illegal act neither in the employment space nor outside the premise of employment. If he/she shall do so, the Company shall not be liable for such an act done at his/her own risk.
- The Employee shall always ensure that his/her conduct is in accordance with all the rules, regulations, and policies of the Company as notified from time to time, including but not limited to the Leave Policy and Sexual Harassment Policy.
- The Employer hereby prohibits the Employee from engaging in any sexual harassment and the Employee promises to refrain from any form of sexual harassment during employment in and around the premise of employment. If the Employee violates this term in the agreement, he shall be fully responsible for his/her actions and the Employer shall not be held responsible for any illegal acts committed at the discretion of the Employee.

Assignment

- The Employee acknowledges that any work including without limitation product development, contributions and inventions, discoveries, designs, innovations, creations, developments, improvements, works of authorship, ideas, formulae, processes, techniques, know-how and data (whether or not patentable, and whether or not at a commercial stage, or registered under any intellectual property laws) of any kind that are conceived, created, developed, learned or reduced to practice by the Employee (either alone or jointly with others) during the period that Employee provides the Services to the Company, regardless of whether they are conceived or made during regular working hours or at the Company's place of work, that are directly or indirectly related to the Services, result from tasks assigned to the Employee by the Company, or are conceived or made with the use of the Company's resources, facilities or materials; including any concepts, ideas and approaches developed during the term of Employment are "works made for hire" and to the fullest extent permitted by law, Employee shall assign, and does hereby assign, to the Employer all of Employee's right, title and interest in and to all Intellectual Property improved, developed, discovered or written in such works.
- Employee shall, upon request of the Employer, execute, acknowledge, deliver and file any and all documents necessary or useful to vest in the Employer all of Employee's right, title and interest in and to all such matters.

Sickness or injury

- In the event that the Employee is absent from work due to sickness or injury, he will inform the reporting lead as soon as possible and will provide regular updates as to his recovery, and as far as practicable will inform the reporting lead of his expected date of return to work.
- If the Employee is absent from work due to sickness or injury for more than three consecutive days, he must submit to the reporting lead a self-certification form. If such absence lasts for more than seven consecutive days the Employee must obtain a medical certificate from his doctor and submit it to the reporting lead.

Probationary period

- The first ninety (90) days of employment shall constitute a probationary period ("Probationary Period") during which period the employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.
- After the end of the Probationary Period, the Employer may decide to confirm the Employment of the Employee or terminate this contract.
- This clause is not applicable if you have completed any internship for at least 3 months with the employer.

Non-Compete

- In order to protect the Company's legitimate business interests, the Employee shall not participate, directly or indirectly in any business or activity that involves in formulation, research, manufacturing, marketing or selling of personal care products or raw material or competes with the business, proposed business or business interests of the Company within or outside the territory of India, whether as an employee, consultant, officer, director, advisor, owner, sole proprietor, investor, or partner for a period of 3 (three) months from the termination of this contract.

Non-Solicitation

- During the term of this contract and for a period of three (3) years after the termination of this Agreement, the Employee agrees not to solicit any employee, consultant, client or other persons of the Employer, without the Employer's prior written consent. Furthermore, the employee, in any way, directly or indirectly, interfere with the relationship between any client or business counterparties or prospective clients.

Confidentiality

- The Company owns and may develop, compile and own certain proprietary techniques, trade secrets, and confidential information, which are very valuable to the Company (collectively, "Confidential Information"). The Employee may have access to or learn Confidential Information of the Company during the Employee's performance of the Services.
- All records, documents, and files concerning the company shall be treated as confidential information and includes not only information disclosed by Company, but also information developed or learned by the employee during employee's performance of the Services. Company Information is to be broadly defined and includes all information, which has or could have commercial value or other utility in the business that the Company is or may be engaged in and the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company.
- Confidential Information includes, but is not limited to, current and future product plans & specifications, technology, algorithms, prototypes, data, methods, processes, developments, designs, inventions, techniques, know-how, details of customers and business contacts, Vendor Information, business model, business plans, business process, marketing, sales or other business information, costs and resources, tools used; and all derivatives or improvements to any of the above. The terms of this Agreement shall also be part of Confidential Information.

Non - Disclosure

- The Employee acknowledges that, in the course of performing and fulfilling his duties hereunder, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and other activities of the Employer, the disclosure of any of which confidential information to the competitors of the Employer would be highly detrimental to the interests of the Employer.
- The Employee agrees that at all times during or subsequent to the performance of the Services, the employee will keep confidential and not disclose or cause to be disclosed, publish, disseminate or otherwise make available or use Confidential Information, except for the Employee's own use during the term of this Agreement and only to the extent necessary to perform the Services. The Employee shall not remove or cause to remove tangible embodiments of, or electronic files containing, Confidential Information from the Company, without prior written approval of the Company.

Intellectual Property

- The Employee agrees that the Company shall have complete and sole ownership over the Work Product or Services performed by the Employee under this Agreement.
- The Employee shall promptly disclose in writing to the Company all works, products, contributions and inventions, discoveries, designs, innovations, creations, developments, improvements, works of authorship, ideas, formulae, processes, techniques, know-how and data (whether or not patentable, and whether or not at a commercial stage, or registered under any intellectual property laws) of any kind that are conceived, created, developed, learned or reduced to practice by the Employee (either alone or jointly with others) during the period that Employee provides the Services to the Company, regardless of whether they are conceived or made during regular working hours or at the Company's place of work, that are directly or indirectly related to the Services, result from tasks assigned to the Employee by the Company, or are conceived or made with the use of the Company's resources, facilities or materials; including any concepts, ideas, suggestions and approaches related thereto or contained therein (collectively, the "Innovations").
- All materials, including without limitation any documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to the Employee by the Company, or which are developed in the process of performing the Services, or embody or relate to the Services or the Innovations are the property of Company, and shall be returned by Employee to the Company promptly at the Company's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. The Employee is granted no rights in or to such Materials or the Innovations, except as necessary to fulfill his obligations under this Agreement.

Remedies

- If at any time the Employee violates to a material extent any of the covenants or agreements set forth in this agreement, the Company shall have the right to terminate all of its obligations to make further payments under this Agreement. The Employee acknowledges that the Company would be irreparably injured by a violation of any paragraph and agrees that the Company shall be entitled to an injunction restraining the Employee from any actual or threatened breach of said paragraph or to any other appropriate equitable remedy without any bond or other security being required.

Amendment and Termination

- The Employer may terminate the employment of the Employee at any time: for just cause at common law, in which case the Employee is not entitled to any advance notice of termination or compensation in lieu of notice;
- In case the Employer terminates the employment without just cause, in which case the Employer shall provide the Employee with advance notice of termination or compensation in lieu of notice based on the level the employee is on.

- The Employee may terminate his employment at any time by providing the Employer with at least 30 days advance notice of his intention to resign.
- The Employee may terminate on the last day of the month in which the date of the Employee's death occurs; or the date on which the Company gives notice to the Employee if such termination is for Cause or Disability.
- For purposes of this Agreement, "Cause" means the Employee's gross misconduct resulting in material damage to the Company or willful and material breach of this Agreement.

Non-Assignment

The interests of the Employee under this Agreement are not subject to the claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated, or encumbered.

Successors

This agreement shall be assigned by the Employer to any successor employer and be binding upon the successor employer. The Employer shall ensure that the successor employer shall continue the provisions of this agreement as if it were the original party of the first part.

Indemnification

The Employee shall indemnify the employer against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties, and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the employer in connection with his/her defence or settlement of any claim, action, suit or proceeding in which he/she is made a party or which may be asserted against his/her by reason of his/her employment or the performance of duties in this Agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, or otherwise.

Modification

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Severability

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

Survivability

Certain clauses in this agreement shall survive post-termination or relieving of the Employee, these clauses shall be Clauses

Counterparts

The Contract may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

IN WITNESS WHEREOF, the Employee has hereunto set his/her hand, and the Company has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

Employee

Name: Ms. Tessie Fernandes
Designation: Content Specialist – Digital Media
Date: 24/10/2024



On behalf of Aminu Wellness Pvt. Ltd.

Name: Pragya Gupta
Designation: Executive Manager – HR & Communications
Date: 24/10/2024