

**OFFER LETTER FOR EMPLOYMENT AS Web sales assistant and Customer support executive**

This OFFER LETTER (the “Letter”/”agreement”) is made between:

1. **MELODY HOUSE MUSICAL INSTRUMENTS LLC**, Warehouse 16 & 17, Masafi Park, Al Quoz 3, Dubai, United Arab Emirates (hereinafter referred to as the “Employer”); and
2. **Aaron Joswin**, Indian national (hereinafter referred to as the “Employee”),

(The Employer and the Employee will hereinafter jointly be referred to as the “Parties”).

WHEREAS:

(A) The Parties now wish to agree to the terms of the Employee’s employment with the Employer and accordingly lay down their arrangement in this offer letter.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Commencement, duration and job title**

1.1 The Employee is employed by the Employer in the capacity of **Web sales assistant and Customer support executive**

1.2 The Employee shall carry out the duties in accordance with the job description attached as Annex 2, and all applicable laws and regulations (including data protection laws).

1.3 As further outlined in the job description at Annex 2 (and as may otherwise be notified to the Employee from time to time), the Employee may have roles and responsibilities for and in respect of the Employer as well as other companies which control, are controlled by, or are under common control with, the Employer (the “Group”).

1.4 The Employee’s employment with the Employer will commence on **5<sup>th</sup> December, 2022** (or as agreed by both the parties) and will continue for an indefinite period of time. Either Party may terminate this Agreement by providing one (1) months’ written notice to the other Party.

1.5 The Employee’s employment with the Employer is at all times subject to the Employer being able to obtain (and maintain) a valid residence visa, work permit and any other necessary consents or approvals for the Employee to lawfully reside in the United Arab Emirates and work for the Employer.

## **2. Probation Period**

2.1 The first 6 months of employment will be a probationary period.

2.2 A probationary performance evaluation will be conducted before the end of the probationary period. If probationary period evaluation is successfully completed, employee will be considered a permanent and continuous employee.

2.3 In the event of termination of the employment by either party during the probationary period, employee will not be entitled to receive any end of service benefits or compensation whatsoever.

## **3. Working hours and work location**

3.1 The Employee is employed on a full time basis. The Employee's normal working hours will be 8:30 to 18:00, Monday to Saturday however the Employee will be required to work any additional hours required for the proper performance of duties without any additional remuneration.

3.2 The Employer reserves the right to change the Employee's work location or to transfer the employment to another company in the Group (provided it is within the United Arab Emirates), in which case the Employee agrees to cooperate with any necessary practicalities and formalities (including in respect of residence visa and work permit).

## **4. Salary and annual leave**

4.1 The Employee's remuneration is set out in Annex 1. The Employee's regular fixed salary will be paid monthly in arrears through the Employer's payroll to the Employee into a bank account to be designated by the Employee.

4.2 For each full calendar year the Employee shall be entitled to 26 working days (including Saturdays) of paid annual leave to be taken at times to be agreed in advance by the Employer. Should the employment start or end in the course of a calendar year, the holiday entitlement will be prorated to the period of the Employee's employment during that calendar year. If the Employee has taken more annual leave than the accrued entitlement at the time employment terminates, the Employer will make an appropriate deduction from the Employee's final settlement.

## **5. End of Service Gratuity**

5.1 On the termination of employment, the Employee will be entitled to end of service gratuity calculated in accordance with the UAE Labour Law.

## **6. Return of company property**

6.1 The Employee is obliged, even if there is no request of Employer to that end, to return all property made available by the Employer or the Group. This obligation will immediately apply upon termination of the Labour contract – irrespective of the reasons for which the contract was terminated - as well as in the event of a suspension. This obligation will also apply in the event of absence for a period of more than one month, for example as a consequence of incapacity for work or gardening leave. The Employer will under no circumstances be liable for any compensation.

6.2 Property as referred to in this article is understood to include, but not be limited to: - documents; - software, files and data storage media; - passes, keys and access codes; - all data carriers of the above-mentioned items; - a mobile telephone, computer, laptop, tablet and accessories as provided to the employee.

## **7. Ancillary activities/Secondary occupations**

7.1 Without prior written consent from the Employer, the Employee will not be permitted to carry out ancillary activities/secondary occupations during the term of the employment in whatever form, whether remunerated or not, at his own expense and/or for third parties. Also permitted ancillary activities/secondary occupations may never interfere or create an actual, potential or perceived conflict of interest with his work as an employee of the Employer.

## **8. Non-competition and non-solicitation clause**

8.1 During the term of the employment and for a period of one (1) year after its termination, the Employee shall not, directly or indirectly, for his own account or on behalf of any other person or in any other way for the account of any third party, without the prior written consent of the Employer:

a. conduct any business or be engaged or have any (financial) interest in companies or businesses that are in competition with any of the businesses of the Employer or the Group as conducted from time to time, whether as shareholder, director, employee, adviser, lender or in any other capacity, other than a holding of listed shares on any internationally recognized market to the extent such holding does not exceed 5% of the issued capital, without being granted, directly or indirectly, management functions; and/or

b. deal with or seek the custom of any person who is, at the end date of the employment, a customer or supplier of the Employer or the Group, other than in the Employee's proper execution of the terms of this letter; and/or

c. employ, solicit or entice away or attempt to employ, solicit or entice away any person who is, at the end date of the employment, an employee of the Employer or the Group or has been an employee of the Employer or the Group in a period of one year prior to the end date of the Employment.

8.2 In the event that the Employee breaches any of his contractual post-termination restrictions, the Parties agree that the Employee will be liable to pay the Employer a sum equivalent to his normal gross remuneration for each month (or part of a month) that employee is in breach. The Employer reserves its right to seek additional compensation from the Employee in the event that the losses incurred by the Employer as a result of the Employee's breach are greater than the amount contemplated by this clause.

## 9. Non-disclosure

9.1 During the term of the employment as well as indefinitely following its end, the Employee shall treat as strictly confidential, and shall not use or disclose to any person, firm or company, any information regarding the Company or the Group that is received or obtained in connection with his employment, the entry into or performance of this Agreement, the negotiations relating to this Agreement, and that relates to the provisions or subject matter of this Agreement or any document referred to in this Agreement. This duty of confidentiality also includes all information regarding the Company and the Group that comes to the Employee's knowledge in the performance of his duties and which the Employee knows or ought to know is confidential. This duty of confidentiality also includes information concerning enterprises affiliated with the Employer and/or that cooperate with the Employer as well as information from or in relation to customers and contacts/business relations of the Employer and the Group.

9.2 The Employee's confidentiality obligations under this Agreement do not apply if and to the extent:

- a) prior written consent to the disclosure has been given by the Employer;
- b) reasonably required to enable the Employee to perform his duties under this Agreement;
- c) the information is disclosed on a strictly confidential basis to that third party's professional advisers, auditors or bankers for the purpose of advising that third party in connection with this Agreement;
- d) the information has become generally available to the public otherwise than by reason of a breach of this Agreement;
- e) required by the law of any relevant jurisdiction; or
- f) required by any recognised securities exchange, regulatory body, competent court or governmental authority, provided that any such information disclosed pursuant to this Clause

9.3 shall, where practicable, be disclosed only after consultation with the Employer.

## 10. Intellectual property rights

10.1 The Parties agree that all existing and future intellectual property rights in respect to any work, data, material, product and/or services ("Rights"), including but not limited to inventions, designs and drawings,

partly or completely created by the Employee during the term of or in relation to this Agreement, whether or not on the instructions of the Employer, are vested exclusively in the Employer.

10.2 The Employee undertakes to the Employer:

10.2.1 to keep confidential the details of all inventions, works, products and/or services from which the Rights may ensue;

10.2.2 whenever requested to do so by the Employer and in any event on the termination of the Agreement, promptly deliver to the Employer all correspondence, documents, papers and records on all media (and all copies or abstracts of them) recording or relating to any part of the Rights and the process of their creation which are in the Employee's possession, custody or power; and

10.2.3 confirms that any third party that is engaged by the Employee in relation to the fulfillment of its obligations under this employment has given written undertakings in the same terms to the Employer.

## 11. Data protection

11.1 The Employer will process the personal data of the Employee as necessary for the execution of this Employment and for the proper management of its business. The privacy policy of the Employer (in effect from time to time) contains more information regarding the processing activities and will be made available to the Employee. The Employee is obliged to comply with the privacy policy of the Employer, as applicable from time to time.

## 12. Unilateral changes clause

12.1 The Employer is authorized to amend the terms and conditions of this employment agreement unilaterally, if the Employer has a substantial interest such that it outweighs the interests of the Employee in accordance with the standards of reasonableness and fairness.

## 13. Final provisions

13.1 By signing this Offer letter the Employee declares that the person is familiar with and consents to the Employer's internal procedures and applicable rules. The Employee's compliance with those procedures and regulations, as amended and in force from time to time, constitutes an integral requirement of this Agreement.

13.2 In case any provision or any part of any provision, of this letter shall be deemed to be or shall be made invalid or unenforceable, then the remaining provisions or part of the provision shall remain in full force and effect. The invalid or non-enforceable provision or part of the provision shall be deemed to be amended

without further action by the Parties hereto to the extent necessary to render it valid or enforceable as much as possible in accordance with the contents and purpose of the original provision.

13.3 The Employee declares to be aware that most of the internal corporate and business records and dealings of the Employer and the Group are and shall be in English. The Employee declares to have sufficient command of the English language to write, read and speak at a senior level and to be able to perform his job in a proper way. The Employee declares herewith to fully understand the complete English text of this employment agreement and shall not at any time raise any objections in connection with any misunderstanding or misinterpretation thereof.

13.4 This Agreement and/or other agreements deriving from it, shall be governed by and construed in accordance with the laws of the United Arab Emirates.

13.5 All disputes that may arise as a result of this Agreement or its execution will be submitted exclusively to the competent court in Dubai, the United Arab Emirates.

This OFFER LETTER is agreed by the Parties and signed in duplicate in the United Arab Emirates on  
28<sup>th</sup> Oct 2022

Christina Kyvernitis

Authorized Signatory- Signed for and on behalf of the Employer

Aaron Joswin

Date:

## Annex 1: REMUNERATION DETAILS

### COMPENSATION PACKAGE:

Monthly Basic salary:	AED	3,000.00
Monthly Housing Allowance:	AED	1,000.00
Monthly Transportation:	<u>AED</u>	<u>1,000.00</u>
<b>Total Compensation Package: (Five Thousand Dirhams only)</b>	<b>AED</b>	<b>5,000.00</b>

**Additional incentive of 2% for monthly web sales which is above 100K AED**

Employee will be provided with Laptop/System and Sim card.

## Annex 2: Job Description –Roles and Responsibilities

As **Web sales assistant and Customer support executive** , your job entitles the following daily responsibilities:

- Taking care of website sales and following up on all online enquiries.
- Focused to improve customer support and reduce lead time in answering queries
- Working with Marketing team for all social media activities and website improvements.
- Focused on improving online revenue for the Company by providing support to customers and ensuring follow-up on abandoned carts or wish list items.
- Taking care of customer support via mediums chatbox (zendesk), FB, Whatsapp, Instagram, Email , Telephone etc.
- Committed to provide suggestions and improvements in the current workflow to achieve better productivity.
- Work and improve on online marketing tools such as SEO and constant update in the ERP or website for new products or existing products via blogs and search tags updation.
- Updating website with images and related items link.
- Constant review of competitor websites for additional features in our system.
- Promoting the incoming Melody House APP and helping customers to use the same.
- Available to respond to customers after office hours with immediate requirements.
- Maintain accurate and up to date information on the CRM/ERP system.
- Quarterly submit and implement a detailed business plan identifying: sales objectives, sales opportunities and major customer opportunities
- Collect and report information on all competitive activity within the assigned territory.
- Create demands for brands/ products by demoing to the end user.
- Be a team player so we always work in a healthy environment