



Hi Shiv Singh

Date 2021-12-14

**Sub: Offer Letter | Customer Acquisition for Medicine App**

Congratulations! You have been shortlisted for **Customer Acquisition for Medicine App** with Awign. You will be communicated about the next steps shortly. Meanwhile please go through the details of the project.

Note: This offer letter does not guarantee in any way that you are selected for this project. You will receive updates on your next step to your registered mobile number and email. The final selection for the project will depend on your successful completion of the interview process. You will be able to view your interview status over App/Website.

## **Customer Acquisition for Medicine App**

### **1. Roles and responsibilities**

- The selected candidate will be acquiring new customers for the Medicine App.
- You have to approach your personal network, Explain them about the Medicine App and its services, Register themselves on the same platform and ask them to place an order using the code provided to you.
- Make sure you are filling all the required details in the Awign app once the customer places an order successfully.

### **2. Payout Structure:**

**Order Value (999-1499) - Rs 160 per successful conversion**

**Order Value (1499+) - Rs 200 per successful conversion**

**It is mandatory to retain at least 30% of your onboarded user on Medicine platform otherwise there will be a deduction of 50% from overall stipend.**

\* Retention means - Users will be placing 2nd order from the Medicine app.\*

**Note:** A conversion refers to registering new users and making minimum order by following the SOP and collecting all the required details, subject to quality checks at Awign as well as the client's end.

### **2. Separation Process**

If you wish to discontinue the work, you must give a one week notice, along with the immediate return of the assets like the reference documents, knowledge/data compilation and transfer, NOC/no dues certificate from your supervisor, etc. for closure and salary processing. Failing to do this might result in a penalty or a delay in payment.

## **Covid Guideline**

- All supply partners/interns/workforce engaged by Awign must ensure that measures of utmost precaution and self-awareness in relation to COVID-19 are followed to secure their personal safety as well as others they come in contact with. Relevant information on the pandemic including symptoms, updates, guidelines, and orders can be found on the website of the Ministry of Health and Family Welfare, Government of India (<https://www.mohfw.gov.in/#>).
- Every supply partners/interns/workforce must ensure that they abide by the personal and public safety measures and other regulations related to the pandemic that are introduced from time-to-time by the Government of India, as well as the relevant state government, as may be applicable to a supply partners/interns/workforce.

● Further, in light of Order No. 40-3/2020-DM-I(A) issued by the Ministry of Home Affairs on May 17, 2020, every supply partners/interns/workforce shall specifically ensure that the following points are complied with at all times, during the on-ground performance of tasks:

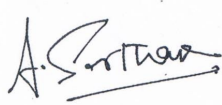
- a) Following physical distancing of at least one metre.
- b) Wearing face covers/ masks.
- c) Ensuring regular sanitization of the hands and other exposed parts of the body, as well as following respiratory etiquettes such as covering one's mouth and nose while sneezing.
- d) Abiding by social distancing norms issued by the relevant government as well as related checks (such as thermal scanning and sanitization) which are implemented in commercial places, public places, and in transport.
- e) Registering, maintaining, and regularly using the Aarogya Setu application.
- f) Adhering to curfew periods announced by the relevant government, from time to time.
- g) Adhering to transport guidelines announced by the relevant government, from time-to-time.
- h) Avoiding spitting in public places and workplaces, consumption of liquor, paan, gutka, tobacco, etc.
- i) Avoiding any movement within containment zones that are demarcated by the relevant government, from time-to-time.
- j) Ensuring self-monitoring of health at all times and reporting of any illness at the earliest. Awign after assessing the situation, shall have the final decision regarding the continued performance of the task by such supply partners/interns/workforce.
- k) No supply partners/interns/workforce shall take up an on-ground task if they fall under any of the following categories: (i) a person being above 65 years of age; (ii) a person having comorbidities; or (iii) a person who is a pregnant woman.

Awign reserves the right to amend these terms and conditions from time-to-time. Every supply partner/interns/workforce must periodically review these terms and conditions and ensure continued compliance with the same, in addition to compliance under paragraph 2 above. Non-compliance of these COVID-19 related terms and conditions, in addition to disqualification by Awign, could result in penalties imposed under applicable laws, including under the Disaster Management Act, 2005 and the Indian Penal Code, 1860.

## General Guidelines

During your employment at Awign, you shall be governed and bound by the terms provided in this LOI and also the terms mentioned under the Annexure - A. You may have access to trade secrets belonging to Awign. Upon confirmation of your role for this project, you must keep all of this information strictly confidential and refrain from disclosing it to anyone outside the organization.

Regards



## Annexure - A Terms and Conditions

1. **Agreement:** This **Customer Acquisition for Medicine App** project – Terms and Conditions (“**Agreement**”) between **Awign Enterprises Private Limited**, a private limited company incorporated under the Companies Act, 1956 (“**Company**”) and the Business Development Partner mentioned in the Letter of Intent (“**Business Development Partner**”) governs and provides the terms and conditions in relation to the **Business Development Partner’s** participation in the **Customer Acquisition for Medicine App** project.

2. **Obligations of the Business Development Partner:** The **Business Development Partner** shall: (a) undertake, provide and complete such tasks, assignments, works, and other services as are identified in **Customer Acquisition for Medicine App** project Letter of Intent; (b) ensure that upon completion of tasks, assignments, works and other services identified under the **Customer Acquisition for Medicine App** project Letter of Intent, all the materials related to the same, including content, records, notes, designs, presentations, word/ excel document and other written or printed materials or materials in any electronic media or in other media whatsoever (“**Works**”), are returned to the Company for its records and possession.

3. **Rights of the Company:** The **Business Development Partner** hereby agrees that the Company has the sole and exclusive right: (a) overall the Works as ‘work for hire’, all of which at all stages of development shall be the sole and exclusive property of the Company; (b) to amend, modify, alter this Agreement at any time with prior notice to the **Business Development Partner**; and (c) to approach any other **Business**

**Development Partner** for the tasks, assignments, works and other services to be rendered under the **Customer Acquisition for Medicine App** project Letter of Intent.

**4. Intellectual Property:** Any and all Works developed in connection with this Agreement (and associated intellectual property rights) will at all times and at all stages of development be and remain the sole and exclusive property of the Company. All Works shall belong exclusively to the Company and shall be considered a work made for hire for Company within the applicable laws. The **Business Development Partner** hereby assigns and transfers to the Company any and all right, title, or interest, including moral rights, the v may have in the Works, including any copyrights or other intellectual property rights pertaining thereto on a worldwide basis in perpetuity. To the extent that moral rights cannot be assigned under applicable law, the **Business Development Partner** hereby waives and agrees not to enforce any and all moral rights, including, without limitation, any limitation on subsequent modification. Upon a written request made by the Company, the **Business Development Partner** shall sign all documents, deeds or declarations necessary to confirm or perfect the exclusive ownership of the Company in the Works.

**5. Payment:** Payment shall be made by the Company to **Business Development Partner** subject to payment terms as set forth in **Customer Acquisition for Medicine App** project Letter of Intent.

**6. Representations and Warranties:** The **Business Development Partner** hereby represents and warrants that the following representations and warranties are true, correct, accurate and not misleading as on the date hereof and shall remain true, correct, accurate and not misleading during the term of this Agreement: (a) **Business Development Partner** has no obligations, legal or otherwise, inconsistent with the terms of this Agreement nor does the performance of the obligations under and adherence of the terms and conditions of this Agreement by the **Business Development Partner** violate any applicable laws, or any proprietary or other right of any third party; (b) **Business Development Partner** will not use in the performance of the responsibilities and obligations under this Agreement, any third party confidential information or trade secrets or material, services, creations or any other third party intellectual property, unless such use has been expressly permitted and authorised by such third party and such permission shall be obtained by the **Business Development Partner** for and on behalf of the Company and legally transferred thereto; (c) **Business Development Partner** has full power, authority and legal right to execute, deliver and perform all its obligations under this Agreement, and (d) this Agreement constitutes valid and legally binding obligations of the **Business Development Partner**, enforceable in accordance with its terms.

**7. Termination:** The Company reserves the right to discontinue the partnership at any time at its sole discretion. In case of breach of any provision, representation, covenant or obligation in this Agreement by the **Business Development Partner**, the Company may, at its sole discretion, terminate this Agreement with immediate effect by providing a written notice (including email) in this regard. Any provision of this Agreement, which imposes an obligation after termination or expiration of this Agreement, including provisions in relation to indemnification and confidentiality, or which by its very nature should survive such termination or expiration, shall survive.

**8. Indemnification:** The **Business Development Partner** hereby expressly agrees to indemnify, defend and hold the Company and its officers, directors, agents, employees, consultants, representatives or affiliates, harmless against any loss or claim, penalties, causes of action, damages, expenses, the liability of whatsoever nature arising out of or related to: (i) misrepresentation, (ii) default, (iii) misconduct, (iv) failure to perform its obligations or breach of representations, warranties, obligations, and covenants related to or under this Agreement, (v) infringement of intellectual property rights, copyright/ trademark violation of the Company or any third party rights for or in relation to performing the obligation under this Agreement, and (vi) any and all claims that **Business Development Partner** is not an independent contractor.

**9. Relationship:** This Agreement is entered into and executed by the Parties solely on a principal-to-principal basis. The **Business Development Partner** is an independent contractor, and nothing in this Agreement will be construed as making either party a partner, joint venture, employer-employee, agent or fiduciary of the other or to create any other form of legal association that would impose liability on one party for the act or failure to act of the other or provide either Party the right to create any duty or obligation of the other. The **Business Development Partner** shall not represent himself or herself as or claim to be an employee of the Company.

**10. Non-Solicitation:** During the term of this Agreement and for a period of 1 (one) year thereafter, the **Business Development Partner** shall not, by direct or indirect means: (a) solicit the employment of any person who at the time of such solicitation is working for or employed with Company; or (b) solicit any of the Company's clients, customer; or (c) attempt to persuade any consultant, employee, other **Business Development Partner**, client or customer to refrain from doing or ceasing to do business with the Company.

**11. Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the Laws of India and the courts at Bangalore, India shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, this Agreement.

**12. Confidentiality:** The terms of this Agreement and any other information, including any technical, conceptual, financial or business information, including the Works, shared or provided by the Company to the **Business Development Partner** or created or generated for or under or pursuant to this Agreement ("Confidential Information") shall be and remain strictly confidential and shall not be disclosed by the **Business Development Partner** to any third party. The **Business Development Partner** agrees and undertakes that it shall use the Confidential Information only for the purpose of undertaking and completing its obligations under this Agreement and shall not at any time during the term of this Agreement or after the expiry or termination of this Agreement, either directly or indirectly, use, disclose or transfer in any manner any Confidential Information for any other purpose whatsoever, whether commercial or otherwise.

**13. Severability:** The provisions of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provisions hereof, and the remainder of this Agreement, disregarding such portion, shall continue in full force and effect as though such portion had not been contained herein.

**14. Assignment:** This Agreement and the rights and duties under this Agreement shall not be assigned by the **Business Development Partner** without the prior written consent of the Company. This Agreement and the rights and obligations of the Company herein may be assigned, in whole or in part, by the Company to any third party.

15. **Waiver:** A right under this Agreement may be waived by the Company only by giving such waiver in writing and no other conduct of the Company operates as a waiver or prevents the exercise of any right under this Agreement.

16. **Entire Agreement:** This Agreement, including the schedules or annexures hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof.

