



Employee Name : \_\_\_\_\_

Employee No. : \_\_\_\_\_

Business Unit : \_\_\_\_\_

CONNECTED CAR | CONNECTED SERVICES | LIFESTYLE AUDIO | PROFESSIONAL SOLUTIONS



### **Authorization/ Declaration and Undertaking**

I agree to provide copies of all relevant certificates. I understand that employment is governed by their employment policies as applicable, including satisfactory information from background checks.

I hereby certify that all information provided herein, is true and complete to the best of my knowledge and belief. I authorize Harman International and its representative to authenticate information I have provided in my resume and this Candidate Declaration Form (CDF). To conduct enquiries as may be necessary at the company's discretion, I authorize all who may have information relevant to this enquiry to disclose it to Harman International and/or its representative. I release all concerned from any liability on account of such disclosures.

I also declare that the information provided by me in my resume and application for employment to Harman International (India) Pvt.Ltd. and its representative is authentic and I am liable for all inaccuracies and omissions.

I promise to extend total co-operation and provide relevant documents required.

Full Name of the Candidate: \_\_\_\_\_

Signature of the Candidate

Place: \_\_\_\_\_

Date: \_\_\_\_\_

CONFIDENTIAL



## **HARMAN CODE OF BUSINESS CONDUCT** (Amended and Restated as of March 1, 2013)

### **I. INTRODUCTION**

Dear Harman Colleagues,

Harman International Industries, Incorporated ("Harman" or the "Company") requires that all Harman directors, officers and employees maintain a high standard of integrity, ethics and honesty. Harman's Code of Conduct ("Code") outlines the rules that all Harman employees are to follow in the course of their employment. Individuals are expected to act with due care, in good faith and in full compliance with all laws and regulations in every country in which Harman operates.

Harman has worked hard to build a reputation in the industry as a company committed to conducting business with honesty and integrity. Harman has built this reputation by continually striving to comply with both the letter and spirit of the law.

As our Company expands both domestically and internationally, the regulatory environment in which we operate also expands, making the task of complying with the law increasingly difficult. Harman recognizes the challenge our employees may face in determining what the correct course of action is in new and unfamiliar environments. This is why Harman has developed the Code as a resource for employees. We hope that you will find that the Code provides answers to many of your questions. You will also find information on the various resources Harman has to answer any questions that this Code does not specifically address. It is rare for answers to complicated questions to be distilled to a few pages, so we encourage you to take advantage of these resources as often as necessary to ensure confidence that your conduct as a Harman employee fully conforms to the reputation Harman has worked hard to build.

This Code has been adopted by Harman's Board of Directors (the "Board"). All Board members, Harman's senior management and Harman employees worldwide must comply with the Code. All Harman employees are expected to study the policy and certify, at the time they are hired, that they understand the Code and agree to abide by its terms. Maintaining our culture of compliance requires that we all hold ourselves and our colleagues strictly responsible for complying with the requirements of this Code.

Thank you in advance for your support in helping Harman maintain its reputation as an industry leader in compliance. We are only as strong as our employees, and by working together we will ensure that Harman continues to be an organization trusted by our customers and partners, respected by our competitors, and of which we can all be proud.

Sincerely,

**Dinesh C. Paliwal**  
Chairman and Chief Executive Officer

**Todd A. Suko**  
Executive Vice President and General Counsel



## **II. RESPONSIBILITIES FOR COMPLIANCE WITH LAWS, RULES, REGULATIONS AND OTHERWISE ETHICAL BEHAVIOR**

### **A. RESPONSIBILITIES OF DIRECTORS**

Harman's Board has primary authority for ensuring that the Company has a comprehensive code that is accessible to all employees. The Board is also responsible for ensuring that the code is implemented and adhered to in a satisfactory manner and for overseeing any inquiries and investigations into alleged violations of the code.

### **B. RESPONSIBILITIES OF OFFICERS AND SENIOR MANAGEMENT**

Harman's Executive Committee and senior management serve as the bridge between Harman's employees and the Board. Harman's Executive Committee and senior management must also keep the Board apprised of all compliance-related concerns and the support necessary to address any such concerns. Harman's Executive Committee and senior management are charged with obtaining business results in a manner consistent with the Code and preserving the values represented by Harman's name. Harman's Executive Committee and senior management are responsible not just for their actions, but for the actions of employees who report to them, and for ensuring that all employees are periodically trained in the requirements of the Code. Harman's Executive Committee and senior management are charged with the responsibility of creating an environment in which employees are aware of their responsibilities under the Code, understand the consequences of violating the Code, and are comfortable reporting suspected violations of the Code.

***"ALL HARMAN EMPLOYEES, OFFICER AND DIRECTORS ARE REQUIRED TO COMPLY WITH ALL HARMAN COMPLIANCE POLICIES AND REPORT SUSPECTED VIOLATIONS DIRECTLY TO MANAGEMENT OR THE LEGAL DEPARTMENT"***

### **C. RESPONSIBILITIES OF ALL EMPLOYEES**

Harman's employees are responsible for familiarizing themselves with the Code and conducting all activities in conformity with the Code. In addition to certifying at the time of hire that they are aware of, and agree to comply with, the Code, all employees of Harman will be required to attend trainings from time to time, either in-person or online, on the requirements of the Code and other Harman policies that apply to them.

### **D. REPORTING ILLEGAL OR UNETHICAL CONDUCT**

Harman is committed to fostering an environment of compliance and has established outlets for employees to voice any concerns. Harman's Whistleblower Policy provides all the information necessary to report suspected violations of the Code. Any employee who has exhausted normal supervisory reporting procedures or concludes that the normal procedures are not feasible under the circumstances, should report the matter as described in the Whistleblower Policy. All reports of possible violations will be promptly considered and, if asked, will be kept anonymous to the extent possible under the circumstances.

We will not punish any employee or representative for making any report in good faith, regardless of the outcome.



## **E. ENFORCEMENT**

Acts by Harman employees or its representatives that violate this Code will be considered outside the scope of employment or representation and may result in disciplinary action and legal sanctions, including, where appropriate, the immediate termination of employment.

***"ALL HARMAN EMPLOYEES HAVE A DUTY TO MAKE DECISIONS IN THE BEST INTEREST OF HARMAN, NOT BASED ON THEIR OWN PERSONAL INTERESTS"***

## **III. CONFLICT OF INTERESTS**

A conflict of interest is created when an activity, association, or interest of a Harman director, officer or employee compromises that person's judgment or independence in a way that has the potential to inappropriately influence a decision.

## **F. INSIDER TRADING**

If a director, officer or any employee of Harman or any agent or advisor of Harman has material, nonpublic information relating to Harman, it is Harman's policy that neither that person nor any related person may buy or sell securities of Harman or engage in any other action to take advantage of that information or pass it on to others.

Whether a fact is material depends upon the circumstances. A fact is considered "material" if there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, sell or hold a security or where the fact is likely to have a significant effect on the market price of the security. Material information can be positive or negative and can relate to virtually any aspect of a company's business or to any type of security — debt or equity. Employees should not share confidential information with anyone, including colleagues or family members, unless disclosure is strictly necessary for business reasons.

Harman's Insider Trading Policy provides details on what information is considered material, who is considered an insider and general guidelines to consider when trading Harman's stock. The Insider Trading Policy also applies to material, nonpublic information relating to any other company with publicly-traded securities, including our customers or suppliers, obtained in the course of employment by or associated with Harman. Anyone with questions regarding Harman's Insider Trading Policy should contact Harman's Legal Department.

## **G. CORPORATE OPPORTUNITIES**

None of Harman's directors, officers or employees may take investment or other corporate opportunities rightfully belonging to the Company that become known and available to them as a result of employment. The test for this is simple — do not personally take opportunities that are discovered through the use of Harman's property or information or by virtue of your position with Harman. Questions on this topic should be directed to the Legal Department.



## **"DO'S AND DON'TS FOR ENTERTAINING CLIENTS"**

### **H. DOING BUSINESS WITH THIRD PARTIES**

Harman endeavors to always deal fairly with customers, suppliers, competitors and employees. Harman has always outperformed competitors through its innovation, execution and hard work—not through unethical or illegal business practices like misappropriating competitively sensitive information or improper inducements. All of Harman's employees have an obligation to treat third parties with the same level of ethical conduct that Harman demands from its own employees.

Harman must also demand that third parties, such as contractors, agents and distributors, conduct themselves in a manner consistent with the Code. Harman's employees are responsible for performing the necessary due diligence to ensure that any third-party agent comports itself in conformity with this Code. Contact the Legal Department if you currently have, or plan to enter into, any sensitive contractual relationships with third parties.

Finally, it is important that Harman conduct sufficient due diligence on customers, consultants and business partners to ensure that Harman does not inadvertently facilitate illegal conduct.

### **I. RELATED PARTY TRANSACTIONS**

Harman will not give business to any firm in which we know an employee has an ownership or other interest (except for small investments in publicly traded companies). Harman does not own or have a significant financial interest in, or act as a director, manager, employee, partner, consultant or representative of, any firm that competes with Harman, or any firm that is a major customer or supplier of Harman. In order to ensure that Harman does not enter into transactions with related parties, it is important that all employees notify their supervisors and the Legal Department of any potential conflicts. This self-disclosure will make management aware of any ownership interest, board seats or other potential conflicts that an employee may have in order to avoid any inadvertent conflicts.

### **J. GIFTS AND ENTERTAINMENT**

Harman's success is built upon high-quality products and superior customer service. As part of Harman's commitment to integrity and fairness, all Harman employees are expected to conduct business fairly and honestly and without seeking or resorting to improper influence or bribery, not just with customers, vendors, and suppliers, but especially with regard to foreign government officials. Avoiding the appearance of improper influence and bribery involving foreign government officials is critical to Harman's reputation and growth, particularly because such improper influence and bribery is prohibited under the Foreign Corrupt Practices Act of 1977 ("FCPA"). In addition to avoiding improper payments to foreign officials, it is important that Harman's employees avoid conferring any benefits that could be viewed as commercial bribery.

This does not mean that we cannot show our customers and suppliers our gratitude for helping make Harman an industry leader. The line between a permissible expenditure and an improper one is not always clear. If you interact with third parties, you are responsible for familiarizing yourself with Harman's Anti-Corruption Policy.



Business entertainment and gifts are meant to create goodwill and sound working relationships, not to gain unfair advantage with customers or suppliers. Neither we nor our family members may offer, give or accept any gift or entertainment from a Harman-related business source unless it is not in cash, is only nominal in value, does not violate any law or regulation and is consistent with customary business practices. You should contact the Legal Department with any questions about whether it is permissible to accept or give any gift or entertainment.

#### **IV. COMPLIANCE WITH LAWS AND REGULATIONS**

##### **A. DISCRIMINATION AND HARASSMENT**

Harman is committed to promoting and maintaining a culture of respect and equal opportunity. Harman values the diversity of skills and abilities that its employees bring to its business. In order to encourage diversity and creative potential in the workplace, Harman will recruit and promote on the basis of merit. Harman will also support the continual development of its employees' skills and abilities.

Harman maintains a zero tolerance policy for discrimination and harassment. Employees of Harman are prohibited from discriminating against or harassing any colleague or anyone with whom Harman does business. Harman will not tolerate harassment in any form, whether verbal or physical, based upon gender, race, color, religion, national origin, age, disability, pregnancy, marital or family status, sexual orientation or any other legally-protected status. If you believe that you have been the victim of, or have witnessed, any form of discrimination or harassment, immediately report the incident to your manager who will keep the information confidential except as necessary to ensure a thorough investigation of the incident is performed.

##### **B. PUBLIC POLICY AND POLITICAL ACTIVITIES**

Employees who communicate with the government and other public bodies on behalf of Harman in an effort to shape public policy must ensure that all statements are factually accurate and not misleading. This requires that all communications are clearly made on behalf of, and for the benefit of, Harman. All interactions with the government must comply both with this Code and related corporate policies.

Employees are free to make political or charitable contributions. However, Harman does not use, or consent to the use of, any corporate funds, resources or facilities to support any governmental entity, political party, or political candidate. Any such contributions by employees must avoid the appearance of inappropriateness, either due to the size or affiliation of the contribution.

##### **C. COMPETITION AND ANTI-TRUST LAWS**

While Harman will always strive to be successful as a company, it is important that only lawful means are used to seek business advantages. Harman cannot act in ways that improperly impact the free market, such as entering into undisclosed agreements with competitors, customers or suppliers in a way that improperly influences sales, marketing, manufacturing or compensation. Harman cannot engage in any conduct that could be seen as a violation of anti-trust laws, and must only communicate with competitors when there is a legitimate business reason to do so.



## **D. HEALTH AND SAFETY**

Harman is committed to providing a healthy and safe work environment for employees, contractors, vendors, and any other individuals visiting Harman locations. Harman will comply with all applicable laws and regulations that govern workplace health and safety. In order to assist Harman in this endeavor, employees are required to follow all of Harman's rules and procedures to ensure safety. It is important to consider not just your individual safety concerns, but the safety of others around you. Harman will not tolerate the use of alcohol or drugs at the workplace.

Take the time to understand any potential hazards associated with your work. Strive to manage the risks responsibly and avoid engaging in any potentially dangerous conduct. If you become aware of any dangerous health, safety or environmental condition, contact your manager. All accidents or injuries must be reported immediately to a senior manager.

***"SAFETY IS EVERYONES RESPONSIBILITY"***

## **V. BOOKS, RECORDS AND PUBLIC REPORTING**

### **A. ACCOUNTING AND RECORD-KEEPING**

It is essential that Harman's financial statements and all books and records on which they are based are complete and accurate. This will ensure that the financial statements currently reflect the state of Harman's business and disclose the true nature of transactions. Honest and accurate recording and reporting of information is also required in order to allow management to make responsible business decisions.

We must document and record Harman's business affairs accurately, regardless of whether this results in disappointing results or a failure to meet analyst expectations. Unrecorded or "off the books" funds or other assets, charges or obligations are strictly prohibited, as are special billing or payment procedures that suggest evasion of tax or other requirements by the other party to them. Any facilitating payments to foreign officials must first be approved by the Legal Department and then accurately recorded in accordance with Harman's Anti-Corruption Policy. It is a violation of the Code to do anything that compromises the integrity of Harman's financial statements, its internal controls or books and records.

### **B. COMMUNICATING WITH THE PUBLIC**

All Harman communications, through whatever channel and to whatever recipient, must be accurate, timely and properly authorized. All employees must be mindful of situations, including those addressed in this Code, in which their actions may be perceived to be communicating on Harman's behalf.

### **C. PUBLIC REPORTING**

Harman is a public company and as a result is required to file reports and other documents with the United States Securities and Exchange Commission ("SEC"). We maintain disclosure procedures designed to ensure that the information included in the reports or other documents that we file or submit to the SEC is collected and communicated to senior management in order to permit timely disclosure of required information.

Harman maintains a system of internal controls for financial reporting. The purpose of these internal controls is to ensure that Harman has processes designed to provide reasonable assurances that





Harman's transactions are authorized and properly recorded and that assets are safeguarded against improper use and accurately valued. These controls allow Harman to prepare financial statements that are in accordance with generally accepted accounting principles.

Our objective is to always make accurate and understandable disclosures in reports and documents we file with the SEC and in other public communications. As a result, when called upon, all of us must cooperate and fairly communicate with our internal and outside auditors. Moreover, while it is fine to argue the merits of your point of view, it is illegal to take any action to fraudulently influence, coerce, manipulate or mislead any internal or external auditor engaged in the performance of an audit.

The laws and regulations applicable to filings made with the SEC, including those applicable to accounting matters, are complicated. If you have questions or are uncertain as to how our disclosure controls and procedures may apply in a specific circumstance, promptly contact your supervisor or Harman's Legal Department.

#### **D. COMMUNICATION WITH AUDITORS AND OUTSIDE LAWYERS**

Harman's Legal Department should be consulted for all communications with auditors and outside lawyers. If you are contacted by an outside lawyer regarding Harman, refer the lawyer to a member of Harman's Legal Department. Employees are responsible for familiarizing themselves with Harman's Service of Process Policy and Document Management Policy.

***"ALL HARMAN COMMUNICATIONS, THROUGH WHATEVER CHANNEL AND TO WHATEVER RECIPIENT, MUST BE ACCURATE, TIMELY AND AUTHORIZED. ALL EMPLOYEES MUST BE MINDFUL OF SITUATIONS, INCLUDING THOSE ADDRESSED IN THIS CODE, IN WHICH THEY MAY BE PERCEIVED TO BE COMMUNICATING ON HARMAN'S BEHALF"***

#### **E. COMMUNICATIONS WITH GOVERNMENTAL, REGULATORY AND ADMINISTRATIVE AUTHORITIES**

Harman's Legal Department supervises all contact with governmental, regulatory and administrative authorities regarding subpoenas, investigations, inquiries and requests. It is a violation of the Code to initiate any such contact without coordinating with a member of the Legal Department. If you are contacted directly by an authority, promptly notify a member of the Legal Department.

For other types of communications with governmental, regulatory and administrative authorities it may be permissible for you to communicate directly with such authorities. Prior to initiating such contact, seek guidance from the Legal Department to determine whether the communication is one that is appropriate without coordination by the Legal Department.

Harman's employees are always permitted to communicate directly with government authorities to the extent such communications are in accordance with any law (such as the fair employment practices law) that provides a right to lawfully communicate concerns regarding possible violations of law, as long as such communications are made individually and not on behalf of Harman.



## **VI. PROTECTION AND PROPER USE OF ASSETS**

### **A. CONFIDENTIALITY**

We are committed to protecting confidential information related to the Company. Confidential information includes proprietary information such as our trade secrets, marketing plans, forecasts, designs, databases and employee information, as well as any other non-public information that might be of use to competitors or harmful to us or our customers if disclosed. It also includes information that others have entrusted to us on a confidential basis. Your obligations not to disclose such confidential information continue even after your employment with Harman ends.

#### **1. Communicating with Attorneys**

Throughout this Code, employees are encouraged to consult with any attorney in Harman's Legal Department. All communications with attorneys in the Legal Department or with outside counsel retained by Harman that are made for the purpose of providing or receiving legal advice are privileged communications. Generally, such communications will not be disclosed except on a need to know basis on the instruction of Harman attorneys. The privilege belongs to and can only be waived by Harman. In addition, employees should be aware that Harman's attorneys are obligated to act in the best interests of Harman and do not act as personal representatives or lawyers for employees.

***"HARMAN IS COMMITTED TO PROTECTING CONFIDENTIAL INFORMATION RELATING TO THE COMPANY, ITS EMPLOYEES AND ITS CUSTOMERS"***

#### **2. Harman's Obligations to Employees**

Harman is committed to protecting the confidentiality of its employees. Harman will strive to maintain the confidentiality of information that its employees share with it to the extent permissible under law and to the extent doing so does not hinder an active investigation. Harman has an obligation to ensure that proper procedures and internal controls are in place to ensure that accidental breaches of employee confidentiality do not occur.

On occasion, Harman may need to access resources such as computer files, electronic messages and voicemail messages. Harman reserves the right, as permitted by local law, to monitor, search, or otherwise review any information contained in Harman's technology resources at any time, with or without notice. Monitoring may occur as needed for internal investigations, or to monitor performance and compliance with Harman policies.

#### **3. Employees' Obligations to Harman**

Employees are obligated to report to management any suspected violations of the Code. Harman takes compliance seriously, and is committed to creating an environment where honesty and integrity are valued. Management is aware that confidentiality is paramount to foster such an environment and, in exchange for protecting confidentiality to the extent possible, Harman requests that all employees are forthright with management regarding suspected problems.

In addition to communicating with management, employees are expected to maintain the strictest confidentiality regarding information learned during the course of their employment with Harman. This information includes, but is not limited to, information regarding business strategies, financial performance, and trade secrets. It is a violation of the Code to disclose any confidential information to anyone who does not need to know the information.



## **B. COMPANY PROPERTY**

Theft, careless treatment and waste of the Company's assets have a direct impact on our profitability. All of the Company's assets should, therefore, be properly protected and used only for legitimate business purposes. It is our duty to our shareholders to make the best use of Harman's property. Any suspected incident of fraud, theft or similar improper conduct should be immediately reported.

### **1. Tangible Property**

All employees are responsible for protecting assets of the Company from theft, loss and misuse. Any theft, significant loss or misuse of the Company's assets should be immediately reported to your manager. All of the Company's assets, including supplies, vehicles, equipment and products, should be used only for legitimate purposes in the conduct of Harman's business.

### **2. Intellectual Property**

Harman also expects its employees to respect Harman's intellectual property rights, including copyrights, trademarks and trade secrets. In addition, one should be mindful that reproducing licensed software (except for backup and security purposes) or other copyrighted material without authorization violates United States copyright law and can subject both the Company and any employee or representative making such copies to serious legal consequences. Harman respects the intellectual property rights of other companies, including their right to keep this information confidential. Accordingly, Harman requests that all employees respect the intellectual property rights of all individuals and companies with which they interact.

## **C. RESPECTING PRIVACY LAWS**

Harman takes the protection of personal information seriously. We seek to protect the privacy of all personal identifying information of employees, customers, suppliers and contractors. Anyone at Harman who has access to personal information must ensure compliance with the Code and any other applicable policies or guidelines. It is a violation of the Code to keep personal information in any manner, whether on paper or electronically, which is not confidential and secure. Employees with access to personal information have an obligation to protect this information from misuse and should only disclose this information as necessary for conducting Harman's business.



### III. WHERE TO GO FOR HELP

It is impossible for any Code of Conduct to anticipate every potential business scenario or ethical dilemma that may arise. Harman, therefore, relies upon your good judgment in applying the ethical standards that are set forth in this Code and Harman's related policies. In today's business environment, you should err on the side of caution. This Code not only prohibits you from engaging in conduct that is improper but also from engaging in conduct that creates the *appearance of impropriety*.

Harman encourages you to ask questions of your supervisor, the General Counsel or any other attorney in the Legal Department. You may also direct any questions to: [compliance@harman.com](mailto:compliance@harman.com)

#### **For Questions About the Code:**

##### **Harman Legal Department**

###### **Vahe Tazian**

Vice President, Legal – Lifestyle Division & Compliance  
+1 203-328-3843

##### **Harman HR Department**

###### **Lori Lampman**

Vice President, Corporate HR & Global Rewards  
+1 203-328-3971

#### **For Potential Violations of the Code:**

See Harman's Whistleblower Policy or contact your Manager.



## APPENDIX A

### CODE OF CONDUCT ACKNOWLEDGEMENT

By signing below, I acknowledge and certify that I have read the Code of Business Conduct set forth above and agree to comply fully with its terms and conditions at all times during my service with Harman International Industries, Incorporated or any of its affiliates. I certify that I have listed below: (1) any ownership or other interest in any business held by me or any member of my immediate family (other than ownership of less than 5% of the equity interests in a publicly-held company); and (2) any current employment other than my primary employment by Harman. I also certify that any such business interest or employment will not: (1) interfere or conflict with my ability to work at Harman; or (2) compete with Harman in any way (attach additional sheets if necessary).

If at any time following the date I have signed this form I become aware of any actual or potential conflicts of interest, or if the information provided above becomes inaccurate or incomplete, I will promptly notify the Legal Department or Chief Human Resources Officer in writing.

The information I provide is solely for the confidential review by Harman, and I do not authorize further disclosure or release of any of it for any other use.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**HARMAN INTERNATIONAL INDUSTRIES, INCORPORATED  
INVENTION AND SECRECY AGREEMENT**

THIS INVENTION AND SECRECY AGREEMENT dated as of \_\_\_\_\_, 20\_\_\_\_  
("Agreement"), is executed by \_\_\_\_\_, the undersigned individual, for  
the benefit of Harman International Industries, Inc., a Delaware corporation and its affiliated  
companies including Harman International (India) Private Limited (collectively, the "Company").

In consideration for my employment by the Company, I the undersigned as an employee agree as  
follows:

1. I understand that the Company possesses and will continue to develop valuable and  
proprietary Confidential Information (defined below) in the course of its business and that I  
will, during the course of my employment, be exposed to such information. Except as  
specifically permitted and necessary for the performance of my duties for the Company, I  
hereby undertake that I will not disclose any Confidential Information (whether or not  
developed by me) unless I first secure the Company's express and prior consent for such  
disclosure.
2. For the purpose of this Agreement, "**Confidential Information**" is information, whether in  
writing or otherwise, which is either designated or marked confidential, or is otherwise  
confidential by its nature, that I may have obtained from or on behalf of the Company or its  
representatives or agents during the course of my employment with the Company or by  
virtue of my employment with the Company. Confidential Information shall include, but not  
be limited to, any information relating to the designs, trade secrets, technology, know-how,  
processes, data, ideas, inventions (whether patentable or not), materials, techniques of  
development, manufacture, assembly and/or packaging of the Company's products, its  
marketing or business methods, processes or strategies, the names of its vendors,  
suppliers and/or customers, costs of materials, manner of operations, terms of  
compensation, the terms of this Agreement, or any other information concerning the  
Company's actual or anticipated business, research or development. I understand and  
agree that without prejudice to the generality of the foregoing, such Confidential  
Information includes any information developed, used or acquired by the Company in the  
operation of its business that is not readily available to members of the general public.
3. I represent that my performance of all the terms of this Agreement and as an employee of  
the Company has not prior to the date hereof and will not breach any agreement or judicial  
pronouncement applicable to me. I represent that I will not bring with me to the Company  
or use in the performance of my duties for the Company any documents or materials or  
intangibles of a former employer or third party which I am still lawfully obligated to keep  
confidential or otherwise do not have express permission to use in relation to my  
employment with the Company.
4. All documents and records relating to the Company's business that are created or acquired  
by me in the course of my employment are and shall remain the Company's sole and  
exclusive property. I agree to deliver to the Company any such documents or records (and  
every copy, abstract or summary of the same made by or for me or acquired by me, on any  
storage medium) whenever the Company may so require and in any event at the  
termination of my employment with the Company.

5. For the purposes of this Agreement, "Intellectual Property" shall mean all patents, copyrights, designs, trademarks, service marks, internet domain names, logos, trade names and corporate names and applications for registration of any of the foregoing in any jurisdiction, and any and all registrations or rights to apply for (or applications for the grant of) the same, computer software, data, database rights, documentation, inventions, trade secrets, inventions, processes, geographical indications, know-how, exploitation of any present or future technologies, and other industrial property rights, and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, whether patentable or not for the full term of such rights including any extension to or renewal of the terms of such rights and including registrations and applications for registration of any of these and rights to apply for the same. All Intellectual Property that I make, develop or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment with the Company, whether or not in the course of my employment with the Company shall be, for the purposes of this Agreement shall be referred to as "**Company Intellectual Property**".
6. I acknowledge and agree that all Company Intellectual Property are prepared as works for hire for the Company and that the Company is the sole and exclusive owner of the Company Intellectual Property and all proprietary and other rights subsisting in, relating to or used in connection with such Intellectual Property.
7. The Company shall be the sole and exclusive owner of all Company Intellectual Property and all proprietary and other rights subsisting in, relating to or used in connection with such Intellectual Property. For purposes of this Agreement, it is understood that the Company's business is principally that of designing, manufacturing and marketing audio and electronic equipment but includes any other lawful operations and activities now carried on or undertaken by the Company in the future.
8. To the extent I retain any right subsisting in, relating to or used in connection with the Company Intellectual Property, I hereby assign absolutely and irrevocably to the Assignee free from any encumbrances, all rights, titles and interests past, present and future in and to such Company Intellectual Property together with the right to exploit the same in any manner worldwide.
9. In the event that I have any rights subsisting in, relating to or used in connection with the Company Intellectual Property that cannot be assigned to the Company, I hereby grant to the Company and assign an unconditional, perpetual, exclusive, worldwide, royalty-free, fully paid license or sublicense to use such rights in any way and without any limitation whatsoever. In the event that I have any rights subsisting in, relating to or used in connection with the Company Intellectual Property that cannot be assigned, licensed or sublicensed to the Company, I hereby irrevocably, unconditionally and without any further compensation waive the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against the Company, its distributors, customers, clients or others, whether now known or hereafter to become known, and agree to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights, at the request of the Company or its respective successors and assigns.
10. I hereby agree and acknowledge that no rights subsisting in, relating to or used in connection with the Company Intellectual Property shall be retained by me, nor shall there be any reversion of those rights to me in the future. I hereby waive and agree never to assert any moral rights, rights of authorship, rights to attribution or rights to integrity as against the Company that I might have in or with respect to the Company Intellectual Property.



11. I will promptly disclose any such Company Intellectual Property made, developed, conceived or created in writing and in full detail to the Company and will not disclose them to others except as specifically required in the course of my duties unless I have first secured the Company's express, written consent to do so.
12. During and following my employment with the Company, I will, upon the Company's request, execute proper assignments to the Company of any and all Company Intellectual Property and will execute all papers and perform all other lawful acts which the Company may deem necessary or advisable for the preparation, prosecution, procurement and/or maintenance of any legal protection available for the Company Intellectual Property in any and all countries. I understand that all expenses in connection with such patent applications and patents shall be borne by the Company, but that the Company shall be under no obligation to protect any such invention, discovery, improvement or device except at its own discretion to the extent the Company deems desirable. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance.
13. This Agreement does not apply to any Intellectual Property for which any time, material, equipment, supplies, facility or trade secret information of the Company was used and which is or was developed entirely on my own time and does not result from or arise in connection with any line of business activity of the Company.
14. I have listed on the signed Exhibit A attached to this Agreement a complete description of all unpatented inventions and improvements which are now claimed to be excluded from this Agreement. If such Exhibit indicates "none," then there are no such unpatented inventions or improvements claimed by me to be excluded.
15. I agree and acknowledge that the activities, services, business processes and business method of the Company are proprietary, unique and irreplaceable and I acknowledge that competitive use of the same and knowledge of any Confidential Information would substantially and irreparably injure the Company's business, prospects and good will. Therefore, I agree that during the period of my employment with the Company and for a period of 12 months thereafter, I shall not, directly or indirectly, through any other person, firm, corporation or other entity (whether as an officer, director, employee, partner, consultant, holder of equity or debt investment, lender or in any other manner or capacity):
  - (i) market, offer and/or perform services anywhere in the world similar to that being developed, offered or sold by the Company for any reason;
  - (ii) solicit, induce, encourage or attempt to induce or encourage any employee or consultant of the Company to terminate his or her employment or consulting relationship with the Company, or to breach any other obligation to the Company;
  - (iii) solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between the Company and any other person including, without limitation, any consultant, contractor, customer, potential customer, or supplier of the Company; or
  - (iv) engage in or participate in any business conducted under any name that shall be the same as or similar to the name of the Company or any trade name used by the Company.



16. I acknowledge that the foregoing geographic, activity and time limitations contained in this paragraph are reasonable and properly required for the adequate protection of the Company's business. In the event that any such geographic, activity or time limitation is deemed to be unreasonable by a court, I shall submit to the reduction of either said activity or time limitation to such activity or period as the court shall deem reasonable. In the event that I am in violation of the aforementioned restrictive covenants, then the time limitation thereof shall be extended for a period of time equal to the pendency of such proceedings, including appeals.
17. I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), both during and after my employment, for purposes reasonably related to the Company's business.
18. I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.
19. I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.
20. This Agreement contains the entire Agreement between me and the Company relating to the subject matter set forth herein and supersedes any prior oral or written agreement between me and the Company concerning these matters. I also understand that this Agreement may not be modified in the future except in a writing signed by me and an authorized officer of the Company.
21. This Agreement shall be effective as of the first day of my employment by the Company and shall:
- (i) survive my employment by the Company;
  - (ii) not in any way restrict my right or the right of the Company to terminate my employment;
  - (iii) inure to the benefit of successors and assigns of the Company; and
  - (iv) be binding upon my heirs and legal representatives.
22. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto.
23. This Agreement will be governed by and construed in accordance with the laws of India. Dispute resolution shall be through arbitration, which shall take place at Bangalore, India, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, along with any statutory modifications, enactments or re-enactments thereto.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

## EXHIBIT A to Invention and Secrecy Agreement

**HARMAN INTERNATIONAL (INDIA) PVT. LTD.**

Prestige Technology Park  
4th Floor - Jupiter (2A) Block  
Marathahalli Ring Road,  
Bangalore - 560 103, Karnataka, INDIA  
Tel : +91 80 4330 6300  
Fax : +91 80 4097 6806  
Web : www.harman.com



Dear Harman Traveler:

Like many companies today, our business has become geographically far-flung. As a result, travel and entertainment expenses need strict and watchful control if we are to keep our business profitable and competitive.

All of us have a personal stake and a personal responsibility in this area. At the same time, Harman has a stake and responsibility in adequately providing for the comfort and convenience of those who travel on our behalf. To ensure that both of these goals are met, the attached Travel and Entertainment Policy detailing the reimbursement of travel and other business-related expenses has been developed and approved by senior management.

We urge you to become thoroughly familiar with these policies. We are confident you will observe it scrupulously, and exercise the same care and good judgment in incurring Harman expenses as you would when traveling for personal pleasure or business. Please acknowledge that you have received, understand and agree to comply with the attached policy by signing and returning this letter of agreement to Human Resources, Bangalore/Pune, India. If you should have any questions regarding this policy refer them to Sonia Elley, India Travel Management Specialist - she is ready to answer any questions you may have about its specific provisions.

Sincerely,

**Vikrant Gupta**  
Vice President, Human Resources

**Aditya Todi**  
Director, Finance

---

I have received and reviewed the Travel and Entertainment Policy, and agree to comply with it in full including future addenda.

---

Traveler's Signature

---

Date

---

Traveler's Name



**HARMAN ANTI-CORRUPTION POLICY**  
**Foreign Corrupt Practices Act**  
(Amended and Restated as of March 1, 2013)

**I. Introduction**

Professional integrity is one of Harman International Industries, Incorporated's ("Harman" or the "Company") core values. Compliance with all laws and regulations, as well as Harman's Code of Business Conduct, is critical to ensuring the achievement and maintenance of professional integrity. Harman conducts business in the United States and across the globe, and therefore must ensure that all personnel obey the laws of the United States and all countries in which the Company operates. We must be especially aware of laws that prohibit improper business practices, such as bribery or the payment of kickbacks in international business transactions, and incomplete or inaccurate accounting.

The purpose of this Anti-Corruption Policy (the "Policy") is to help ensure compliance by Harman with the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA" or the "Act"), and other applicable anti-corruption laws, including the UK's Bribery Act 2010 and domestic commercial bribery laws. This Policy should be read in conjunction with Harman's Code of Business Conduct and other general management policies. Employees interacting with third parties or conducting business in foreign countries are also encouraged to read the Department of Justice and Securities and Exchange Commission's A Resource Guide to the U.S. Foreign Corrupt Practices Act, which provides guidance on the government's FCPA enforcement policies. All Harman personnel are expected to conduct Harman business legally and in compliance with Harman's Code of Business Conduct and this Policy. Improper gifts, payments or offerings of anything of value to foreign officials, directly or indirectly, could jeopardize Harman's growth and reputation. The use of Harman's funds or assets for any unlawful, improper or unethical purpose is strictly prohibited.

**II. Application**

This Policy applies to all directors, officers, and employees of Harman (collectively, "Harman Personnel") and each of its domestic and foreign subsidiaries and operations. This Policy also applies to Harman's operations conducted by any partners, distributors, resellers, advisors, contractors, agents, consultants, or other representatives. Furthermore, this Policy applies to every business dealing or transaction Harman enters into anywhere in the world.

Specifically, Harman prohibits Harman Personnel, legal agents and third party consultants from making, offering or promising to make or authorizing the making of any "Improper Payments," and requires that all transactions be executed, and access to assets be permitted, only in accordance with management's authorization. For purposes of this policy, the term "Improper Payments" is used to describe a broad range of unlawful payments of money or anything of value that are usually in the nature of kickbacks, bribes or payoffs made in order to influence favorably some decision affecting a company's business or for the personal gain of an individual. These types of payments are illegal, unethical and prohibited by Harman.



### **III. Governing Law**

#### **The FCPA**

The FCPA has two primary sections. The first section makes it illegal to bribe or pay kickbacks to non-United States government officials (foreign officials), and the second section imposes record keeping and internal accounting requirements upon publicly traded United States companies like Harman.

##### **A. Anti-bribery Provisions**

###### **1. General Terminology**

The FCPA's anti-bribery provisions make it illegal to bribe or pay kickbacks to foreign officials in order to obtain or retain business or to secure any improper advantage. Specifically, the FCPA prohibits payments, offers or gifts of money or anything of value, with corrupt intent, to a "foreign official."

For purposes of this Policy, a "foreign official" means any officer or employee of a foreign government (i.e., other than the United States) or any department, agency, or instrumentality thereof (which includes a government-owned or government-controlled state enterprise) or of a "public international organization," any person acting in an official capacity for or on behalf of a foreign government or government entity or of a public international organization, any foreign political party or party official, or any candidate for foreign political office.

Thus, foreign officials include not only elected officials, but also consultants who hold government positions, employees of companies owned even partially by a foreign government, political party officials and others. As just one relevant example, if a Harman employee were to pay money to, or provide a gift to a customs official in order to help clear a shipment through customs, that employee would likely have violated the FCPA and this Anti-Corruption Policy.

Similarly, the FCPA and this Anti-Corruption Policy would prohibit a Harman employee from having a customs broker make a payment to a customs official in Brazil in order to clear a shipment for Harman. The term "public international organization" includes such organizations as the World Bank, the International Finance Corporation, the International Monetary Fund, and the Inter-American Development Bank. The Legal Department should be contacted if there is a question as to whether an organization should be treated as a public international organization for the purpose of this Policy.

The FCPA prohibits both direct and indirect payments to foreign officials. Thus, a United States company can face FCPA liability based on improper payments made by its agents or other business partners. Accordingly, except as set forth in this Anti-Corruption Policy, neither Harman nor any of its employees, agents or business partners shall make, promise or authorize any gift, payment or offer anything of value on behalf of Harman to a foreign official or to any third person (such as a consultant) who, in turn, is likely to make a gift, payment or offer anything of value to a foreign official.



Under the FCPA, the definition of anything of value is very broad and includes among other things:

- Cash
- Vehicles ☐
- Flights on private aircraft or Harman aircraft
- Art
- Contractual rights
- Personal gifts
- Travel expenses
- Accommodations
- Meals and entertainment
- Donation to charity
- Per diem allowances
- Services
- Excessive discounts

A frequently asked question by employees who are neither residents nor citizens of the United States is does the FCPA apply to me even though I am not a United States Citizen, do not reside in the United States and have never been to the United States. The answer is yes—because you are an employee of Harman you must fully comply with the FCPA and this Policy.

## **2. Prohibited Payments**

Because of the FCPA's strict prohibitions, Harman Personnel should not make, directly or indirectly, or authorize any gift, payment or offer anything of value to any foreign official, whether on the local, regional or national level, with limited exceptions. All Harman Personnel, agents and entities of Harman shall comply with the written laws of all countries in which Harman does business. Harman's relationship with foreign government agencies and officials must be such that public disclosure of these relationships will not impugn Harman's integrity and reputation.

Accordingly, payments, regardless of amount, to foreign government officials for obtaining, maintaining or directing business to Harman, including gifts of substantial value or lavish entertainment, are not permitted. This prohibition applies to the use of corporate as well as personal funds. It also applies to indirect contributions, payments or gifts made through consultants, advisors, suppliers, customers or other third parties.

## **3. Permissible Payments**

Only in very limited circumstances may an item of value be given to foreign officials, and this may only be done if you have PRIOR WRITTEN APPROVAL from the Legal Department. Those items which may be given include non-lavish, reasonable entertainment, meals, Harman promotional items, gifts of a nominal value and other business courtesies if it has been determined that such a gift would not violate the FCPA, or local law or regulations. Such entertainment, meals, Harman promotional items, gifts of a nominal value and other business courtesies may not be made, however, unless a member of the Legal Department has given prior written approval.



#### **a. Facilitation Payments**

Although the FCPA does allow certain types of very small cash payments to foreign officials called "facilitation payments," under very limited circumstances, Harman does not permit such payments to be made without the prior written approval of a member of the Legal Department.

Determining whether a payment qualifies as an acceptable "facilitation payment" under the FCPA is very difficult because the definition of a "facilitation" payment is complicated. This is why Harman does not allow Harman Personnel to decide for themselves whether a payment can be made as a "facilitation" payment and why Harman requires the prior written approvals discussed above.

By way of example, the definition of a "facilitation payment" is a small payment made to a low level foreign official in order to obtain a non-discretionary, routine governmental action, such as obtaining a permit to do business in a foreign country, obtaining police protection, or processing a visa, customs invoice or other governmental paper. Because the line between impermissible bribes and permissible facilitating payments is often difficult to determine, facilitation payments should only be made if all of the following requirements are met and the prior approval of the Legal Department has been obtained:

- 1) the payment is necessary to secure or expedite a routine government action that is non-discretionary in nature;
- 2) the payment is necessary to prevent damage to an important commercial interest of Harman with no reasonable alternative;
- 3) the payment is small in amount – \$25 or less;
- 4) the payment is customary;
- 5) the payment is legal under local law;
- 6) the payment is to a low level government employee who performs ministerial acts not requiring the exercise of discretion;
- 7) the payment is not being made with an expectation that it will result in business being given to Harman; and
- 8) the payment will be accurately recorded in Harman's books and records as "Legal Facilitating Payment."

Even if all of the above criteria are met, under the Policy, Harman Personnel or agents may make such facilitating cash payments only if the Legal Department has provided prior written approval. However, in the limited and unusual circumstance where there is an imminent threat to the health, safety and welfare of an employee if a facilitating payment is not made, which makes pre-approval not possible, a facilitating payment which meets the criteria above can be made without prior written approval.

In cases where health and safety concerns do not allow enough time for prior approval (written or oral), the employee's Manager, or, if not available, the Manager's designee, may authorize the payment and then, in timely follow up, provide documentation to the Legal Department. The payment must be accurately recorded in Harman's books and records.

#### **b. Promotional and Marketing Expenses**



Although some types of "promotional or marketing expense payments" (including travel and entertainment expenses) which benefit a foreign official may be permissible under the FCPA in certain limited circumstances, Harman does not allow employees to make such promotional or marketing expenditures which benefit a foreign official without the prior written approval of the Legal Department. The determination of what is an allowable promotional and marketing expense under the FCPA can be complicated. For example, the expenses must be bona fide and reasonable (not lavish or excessive) expenses for the travel, meals and lodging of a foreign official which are directly related to: the promotion of Harman services or products; the tour of a Harman facility; or the execution of performance of a contract with a foreign government or agency thereof.

There are strict limitations on the nature of these expenses, and the manner in which they are reimbursed. These expenses can never be paid in return for a promise or expectation of new or continued business. In addition, when contemplating seeking approval for such expenses keep in mind that:

- Harman can only pay such expenses if they are legal under the local law of the foreign official's country, and they do not violate local customs;
- All expenses should have a valid business purpose, and not categorized simply as relationship building;
- Harman cannot pay for the travel expenses for family members of the foreign official;
- Harman cannot provide any cash payment to the foreign official for "walking around money" or incidentals;
- Harman cannot cover both travel expenses and advance per diem expense;
- Harman travel policies for Harman Personnel must be observed when paying expenses for foreign officials. First class travel is not permitted;
- Lodging expenses should include only accommodation costs actually incurred;
- Travel expenses should only be reimbursed for travel related to a visit to a Harman facility. No side trips to other destinations should be permitted;
- Entertainment expenses should be limited to meals. There should not be paid golf outings, outings to tourist attractions, or lavish entertainment;
- Payments to cover expenses should, whenever possible, be paid directly to vendors (e.g., hotels, airlines and car rental companies). If direct payment is not possible, reimbursement should be made only upon the foreign official's presentation of receipts for the expenses submitted. Whenever possible, reimbursement should be made to the official's government rather than the individual foreign official;
- The foreign official's government agency or entity should be notified in advance of the proposal that the expenses will be paid by Harman, and the government agency or component should approve of the arrangement to pay expenses;

If approval is given to make a promotional or marketing expenditure that benefits a foreign official; Harman employees should ensure that no promotional expenses go toward inappropriate forms of entertainment that would tarnish the public image of Harman or toward lavish entertainment that could create an appearance of impropriety. Additionally, Harman's employees and agents should not provide gifts and entertainment to foreign officials or authorize a promotional expense or event for a





foreign official except as specifically preapproved in writing by the Legal Department. Moreover, these pre-approved expenses must be fully and accurately described in Harman's books and records and will be audited periodically. The Harman employee requesting the payment must certify that the payment is in compliance with local law.

## **B. Record Keeping & Internal Controls**

The record-keeping provisions of the FCPA require publicly held United States companies such as Harman to keep their books, records and accounts in reasonable detail, accurately and such that they fairly reflect all transactions and dispositions of assets. Thus, the FCPA prohibits the mischaracterization or omission of any transaction on a company's books, or any failure to maintain proper accounting controls that results in such a mischaracterization or omission. Keeping detailed, accurate descriptions of all payments and expenses is crucial for this component of the Act.

The internal control provisions of the FCPA require publicly held United States companies to establish a system of internal accounting controls to provide reasonable assurance to management that

- (i) transactions are executed in accordance with management's authorization;
- (ii) assets are recorded as necessary to permit preparation of financial statements and to maintain accountability for assets;
- (iii) access to assets is limited to management's authorization; and
- (iv) recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Accordingly, Harman Personnel must follow applicable standards, principles, laws and Harman's practices for accounting and financial reporting. In connection with dealings with public officials and with other international transactions explained in this Policy, Harman Personnel must obtain all required approvals from the Legal Department and, when appropriate, from foreign governmental entities. Prior to paying or authorizing a payment to a foreign official, Harman Personnel or agents should be sure that no part of such payment is to be made for any purpose other than how it is fully and accurately described in Harman's books and records. No undisclosed or unrecorded accounts of Harman are to be established for any purpose. False or artificial entries are not to be made in the books and records of Harman for any reason. Finally, personal funds must not be used to accomplish what is otherwise prohibited by the Policy.

## **C. Due Diligence and Selection of Representatives and Business Partners**

Harman is dedicated to the dynamic and profitable expansion of its operations. Harman will compete for all business opportunities vigorously, fairly, ethically and legally and will negotiate contracts in a fair and open manner. Harman is responsible not only for the business practices of its personnel but also the conduct of agents, consultants, advisors, suppliers, business partners and other third parties retained to represent Harman (collectively, "Agents").



Regardless of any pressure exerted by foreign officials, Harman will conduct business with and through Agents using only legal and ethical means.

This practice of fairness and professionalism must extend to the activities of Harman's Agents. Harman should be careful to avoid situations involving third-parties that might lead to a violation of the FCPA. For example, it is preferable to not hire an Agent than to conduct business through the use of a third party's questionable payments. Situations where Harman engages foreign consultants create the greatest risk for potential violations of the FCPA's anti-bribery provisions. Thus, it is important to screen any individual or company who may be retained as an agent to confirm that:

- 1) the individual is not a government or political party official or candidate for office or a close relative of same;
- 2) the company is not owned, controlled or otherwise a front for a government or political party official or candidate for office, or any close relative of same;
- 3) the agent is technically able to perform the services requested;
- 4) the compensation proposed for the agent is reasonable and within the rates typically paid in the local market;
- 5) an analysis of any "red flags" concerning the retention of the proposed agent results in a determination that hiring the agent will not expose Harman to a risk of an FCPA violation; and
- 6) the agent will conduct business in accordance with the Policy.

Therefore, prior to entering into an agreement with any Agent, who will act on behalf of Harman with a foreign government on international business development or retention, Harman will perform proper and appropriate FCPA-related due diligence and obtain from the third party certain assurances of compliance. As part of this due diligence process, each proposed Agent shall be required to complete and submit a "Third Party Consultant Questionnaire" in the form that is attached to this Policy as Appendix A. In addition, the Harman Personnel proposing or sponsoring the Agent shall complete a Due Diligence Checklist in the form that is attached to this Policy as Appendix B. Included with this Policy as Appendix C are proposed contract terms to consider including in contracts with third parties. The employee proposing or sponsoring the Agent shall provide the completed Third Party Consultant Questionnaire and Due Diligence Checklist to the Legal Department for review. Harman shall not hire such Agent without the written approval of the Legal Department after review and approval of the submitted Questionnaire and Checklist.

In general, each Harman Personnel must understand that required due diligence for third party Agents mandates that the Agent be asked about his/her credentials, that the answers provided be double checked against independent sources, that the information gleaned be updated periodically and retained, and that any contract contain FCPA compliance terms and language to protect against improper conduct. More specific due diligence procedures may also be warranted if "Red Flags" are present.

Potential "Red Flags" include but are not limited to the following:



- 1) The agent's compensation request does not bear a reasonable relationship to the value of the services the agent is expected to perform, or is larger than customary for such services in that country or elsewhere.
- 2) The agent makes unusual requests such as to backdate or alter invoices, to over invoice, to provide an unusually large credit line, or to make payments by unorthodox or convoluted means (e.g. through offshore bank accounts).
- 3) The agent requests unusually large bonuses, substantial up-front payments, inflated commissions or similarly unorthodox payments.
- 4) The agent has relatives in the local foreign government or local political parties.

Harman Personnel dealing with Agents are expected to carefully review the Agent's answers to due diligence questions, apply consistent standards, maintain accurate books and records, use common sense, monitor the Agent's activities on an ongoing basis, and contact the Legal Department with any questions. It is Harman's policy that all contracts with Agents must be approved in advance by the Legal Department, and must contain such terms as may be appropriate to the transaction that address compliance with this Policy. In addition, Harman Personnel that handle relations with Agents are expected to carefully monitor the Agents' dealings with foreign government agencies or officials and political party candidates or officials in any capacity and should determine that all payment requests they receive are in compliance with this Policy.

#### **D. Due Diligence Concerning Charitable Contributions**

Whenever Harman intends to make a donation to a charity based outside of the United States with international operations, Harman Personnel must first perform a due diligence investigation to determine: who controls or operates the charity; whether any foreign official or relative of a foreign official participates in the operation or control of the charity; whether the contribution was solicited by a foreign official; the reputation, historical experience, financial standing and credibility of the charity; and whether the charity will certify knowledge of, and compliance with the FCPA. The written results of this due diligence investigation shall be provided to the Legal Department. No international charitable donation shall be made without the written approval of the Legal Department.

#### **E. Penalties Under the FCPA**

The FCPA imposes criminal liability on both individuals and corporations. For individuals who violate the anti-bribery provisions of the FCPA, criminal penalties include fines of up to \$250,000 or twice the amount of the gross pecuniary gain resulting from the improper payment, imprisonment of up to five years, or both. Harman may not reimburse any fine imposed on an individual. Corporations may be fined up to \$2,000,000 or, alternatively, twice their pecuniary gain, for criminal violations of the FCPA's anti-bribery provisions. In addition to criminal penalties, a civil penalty of up to \$500,000 may be imposed upon a company that violates the anti-bribery provisions, and up to \$100,000 against any officer, director, employee or agent of a company, or a stockholder acting on behalf of a company who violates the Act. The United States Department of Justice and the United States Securities and Exchange Commission may also impose injunctions to prevent FCPA violations.

Individuals who willfully violate the accounting provisions of the FCPA may be fined up to \$5,000,000,



imprisoned up to twenty years, or both. A corporation may be fined up to \$25,000,000 for willful violation of the accounting provision of the FCPA. Alternatively, both individuals and corporations violating the FCPA's accounting provisions may be subject to fines of up to twice the amount of any pecuniary gain or loss resulting from such violation.

In addition to civil and criminal penalties, a person or company found in violation of the FCPA may be precluded from doing business with the United States government. Other penalties include denial of export licenses and debarment from programs under the Commodity Futures Trading Commission and the Overseas Private Investment Corporation. Violating the FCPA will also result in discipline by Harman, up to and including termination of employment and loss of benefits.

### **Commercial Bribery**

The Travel Act, 18 U.S.C. § 1952, prohibits foreign travel, use of the mails, or use of any instrumentality of interstate or foreign commerce for the purpose of (1) distributing the proceeds of an unlawful activity, (2) committing any crime of violence to further any unlawful activity or (3) otherwise promoting, managing, establishing, or carrying on any unlawful activity. Under the statute, "unlawful activity" specifically includes bribery in violation of the laws of the State in which committed or the laws of the United States. The Travel Act carries a maximum penalty of five years in prison and a fine of the greater of \$250,000 or twice the pecuniary gain or loss. If interstate or foreign commerce was used for the purpose of committing a crime of violence, then the penalty rises to twenty years in prison. If death occurs as a result of the crime, the penalty can be as high as imprisonment for life.

It is important to note that a person is subject to charges under the Travel Act as soon as he uses interstate or international commerce for the purpose of making or accepting a bribe, even if the bribe never actually occurs. In addition, the federal government may use the Travel Act to prosecute someone who engages in an act of commercial bribery that does not otherwise violate Federal law, but does violate State law. Furthermore, prosecutors often include Travel Act charges against defendants already being charged with FCPA violations.

### **A. Prohibitions Against Bribing Corporate Officials**

In addition to prohibiting bribes of foreign officials, Harman also prohibits commercial bribery. Therefore, it is against Harman policy to offer, promise, provide, or accept any inducement or reward in return for any commercial, contractual or personal advantage. Examples of commercial bribery include:

1. Offering tickets to a major sporting event to a supplier's agent on the condition that the agent improperly reduces the cost normally charged by the supplier; or
2. Accepting a "gift" of a flat screen television in return for favoring one supplier over another.

### **B. Permissible Commercial Payments**



Harman permits the following types of payments to foreign or corporate officials under very limited circumstances. However, employees of Harman may not make, offer, promise, or authorize any of these permitted payments, unless they are in accordance with Harman's official guidelines and with the prior written approval of the Legal Department. A reasonable and bonafide expenditure related to Harman promotion or a Harman contract is permitted if:

1. The expenditure is directly related to the promotion, demonstration, or explanation of Harman goods or services or the execution or performance of a contract; and
2. The expenditure is reasonable, lawful under local law, and commensurate with local custom and practice.

Examples of permissible expenditures include reasonable travel and lodging, which is consistent with Harman's Travel and Entertainment Policy, reasonable business entertainment or dining, and gifts of nominal value such as chocolates, flowers, or Harman T-shirts or accessories, mugs, or calendars.

### **The UK Bribery Act 2010**

Like the FCPA, the UK Bribery Act makes bribery of foreign public officials a crime and extends beyond a company's employees to include third parties acting on Harman's behalf and applies to bribery taking place anywhere in the world. In certain respects, the UK Bribery Act goes further than the FCPA in that:

1. It covers commercial bribery (the act of bribery amongst two or more private parties);
2. It makes no exception for facilitation payments made to expedite routine governmental functions;
3. It criminalizes, not only giving, but also receiving a bribe; and
4. It establishes a corporate crime of failing to prevent bribery.

The definition of bribery under the UK Bribery Act is broad. It includes directly or indirectly:

- (1) Offering, promising, or giving a financial or other advantage to another person, and intending the advantage either to induce a person to perform improperly a relevant function or activity or to reward a person for the improper performance of such a function or activity; or
- (2) Offering, promising, or giving a financial or other advantage to another person knowing or believing that acceptance of the advantage itself constitutes the improper performance of the relevant function or activity.

Because the law uses the words "another person" instead of "foreign official," it prohibits both bribery of public officials and private individuals (commercial bribery). Jurisdiction under the UK Bribery Act extends to all companies that have a presence in the United Kingdom, such as a subsidiary, office or other operations.

A company may be held liable for failing to prevent bribery if an employee, agent, contractor, supplier, or intermediary bribes a person to perform services on a company's behalf with the goal of obtaining or retaining a business advantage for Harman. To ensure that you remain in full compliance with the UK Bribery Act, it is essential that you follow the rules set forth in this Policy.

Remember, UK officials may argue that bribing either foreign government officials or corporate officials anywhere in the world violates the UK Bribery Act. If you are found guilty of violating the UK Bribery Act, both you and Harman face could face significant fines. Additionally, a violation of the UK



Bribery Act can result in up to 10 years imprisonment and disciplinary action by Harman, including termination.

### **C. Restrictions on Charity and Political Donations**

No Harman Personnel or Agent may make a political or charitable donation that is offered or made for the purpose of obtaining advantage in business transactions or encouraging those in political office (or their subordinates or agents) to refrain from performing their duties. In addition, all charitable and political donations made on behalf of Harman must be consistent with Harman's Code of Business Conduct and approved by the Legal Department.

### **IV. Reporting Requirements**

If you believe there has been a violation of this Anti-Corruption Policy or that Harman, any Harman Personnel or any Agent is engaged in a transaction that might give rise to a violation of the FCPA, the UK Bribery Act, the Travel Act or this Policy you are required to promptly report it to your supervisor, the Legal Department, Harman's Internal Audit Department or, if you so desire, anonymously to Harman's Ethics Hotline (as set forth in Harman's Whistleblower Policy).

### **V. Training and Further Information**

All Harman Personnel whose duties or responsibilities may involve interacting or dealing with (or initiating, supervising, or approving interactions or dealings with) foreign officials are required to

- (i) complete, sign and return at the time they are hired, a certification, which will indicate familiarity and compliance with this Policy, and
- (ii) participate, from time to time, in anticorruption training programs specified by Harman.

Any questions concerning the FCPA, the UK Bribery Act, the Travel Act or this Policy should be directed to the Legal Department.

### **ACKNOWLEDGMENT**

I acknowledge and confirm that I have received and read the Foreign Corrupt Practices Act Compliance policy. I understand the policy and agree to comply with its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## JOINT DECLARATION FORM - II

[Form to be used for contributing to the Provident Fund at Higher Rate by the Employee only on the Total wages exceeding the wage ceiling limit of Rs.15,000/- per month]

(See Paragraph 26(6) and Para 29 of the Employees' Provident Funds Scheme, 1952)

-----  
To  
The Regional Provident Fund Commissioner,

### Declaration by the Employee

I, \_\_\_\_\_ Son of / Daughter of / Wife of \_\_\_\_\_  
Bearing Provident Fund Account No. \_\_\_\_\_  
am willing to contribute to the Employees' Provident Fund above the Statutory Rate at the rate of \_\_\_\_\_ % as provided under Proviso to Para 29(2) of the Employees' Provident Funds Scheme, 1952 on my Total Emoluments consisting of Basic Pay, Dearness Allowance (including cash value of food concession) and Retaining Allowance (if any), which altogether exceeds Rs.15,000/- per month with effect from \_\_\_\_\_ and agree to abide by the conditions contained in the Employees' Provident Funds Scheme, 1952.

I am aware of the provisions of Para 29 of the Employees' Provident Funds Scheme, 1952 that my Employer shall not be under an obligation to pay any contribution over and above his contribution payable at the prescribed statutory rate.

Therefore, kindly permit me to contribute at the rate of \_\_\_\_\_ % on my Total Emoluments, with same benefits as available to other Provident Fund members whose monthly salary does not exceed Rs.15,000/- with effect from \_\_\_\_\_.

**Signature of the Employee**

Place:

Dated:

### Declaration by the Employer

We, as the Employers of the above mentioned Employee are acceptable to pay our share of contributions to the Employees' Provident Fund at the Statutory Rate only as prescribed under Para 29 of the Employees' Provident Funds Scheme, 1952 on the Total Emoluments of Shri/Smt/Ms. \_\_\_\_\_ consisting of Basic Wages, Dearness Allowance (including cash value of food concession) and Retaining Allowance (if any), which altogether not exceeding Rs.15,000/- per month.

However, We agree to remit the Administrative Charges at the existing prescribed rate of 1.10% of the Total Wages of the above employee on which the Provident Fund contributions are proposed to be remitted at more than the statutorily prescribed rate as stated above by the member with effect from \_\_\_\_\_ and also agree to abide by the conditions contained in the Employees' Provident Funds Scheme, 1952.

The above Employee, may therefore be permitted to contribute his/her share of Provident Fund contributions at \_\_\_\_% on the Total Emoluments from the aforesaid date.

Signature of the Employer or  
Authorized Official with Seal

Place:  
Dated:

For Office use:

OFFICE OF THE REGIONAL PROVIDENT FUND COMMISSIONER

The above Joint Declaration is accepted and necessary entries made in the Ledger Account of the Employee for verification with the Contribution Card in Form 3-A.

A.O. (with Seal)

A.P.F.C. (with Seal)

To  
01. Shri / Smt / Ms  
P.F. Account No.

(Through the Employer)

02. M/s.

(\* Address Seal of the Establishment)

03. Area Enforcement Officer

Note: 1. This Joint Declaration is required to be submitted in Quadruplicate.  
2. Recovery at enhanced rate may be started in anticipation of formal acceptance.



## Group Term Life Insurance Declaration Form

### Declaration

I am currently in good health and am not/have not suffering / suffered from any of the following ailments in the past - heart attack, stroke, cancer, kidney disease, diabetes, high blood pressure (more than 140/90), disorder of lungs or respiratory system, musculo - skeletal disorders, disorder of digestive system, or disorder of the nervous system and AIDS. I further declare that I do not consume drugs or any narcotics.

Name of the Employee: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name of the Employer: Harman International (India) Pvt. Ltd.

I do hereby declare that the above declaration is true and correct in every particular and that this declaration along with the application/declarations, if any, signed by me at the time grant of insurance cover shall be the basis of the contract of the revival of the lapsed coverage and I also fully understand and agree that in case the above declaration is proved false, no insurance coverage will be available to me, my nominees or successors or assigns and any person or persons claiming under them

Signature:

Date:

Name of the Employee:

Witness: Signature:

Name:

Full Address:

### 2.0 Vernacular Declaration

If the document is signed in vernacular language, a declaration by an English knowing person as below is required:-

The contents of the above letter have been explained to the above signatory in \_\_\_\_\_ language and he/she has signed after understanding and agreeing to the contents thereof.

(Signature of the English Knowing Person)

Name:

Designation:

Date:

Full Address:

**FORM F**  
**[See sub-rule (1) of Rule 6]**  
**Nomination**

To

(Give here name or description of the establishment with full address)

1. I Shri/Shrimati/Kumari..... whose particulars are given in the statement below, hereby nominate the person(s) mentioned below to receive the gratuity payable after my death as also the gratuity standing to my credit in the event of my death before that amount has become payable, or having become payable, has not been paid and direct that the said amount of gratuity shall be paid in proportion indicated against the name(s) of the nominee(s).
2. I hereby certify that the person(s) mentioned is a/are member(s) of my family within the meaning of clause (h) of Section 2 of the Payment of Gratuity Act, 1972.
3. I hereby declare that I have no family within the meaning of clause (h) of Section 2 of the said Act.
4. (a) My father/mother/parents is/are not dependent on me.  
(b) My husband's father/mother/parents is/are not dependent on my husband.
5. I have excluded my husband from my family by a notice dated the ..... To the Controlling Authority in terms of the proviso to clause (h) of Section 2 of the said Act.
6. Nomination made herein invalidates my previous nomination.

**NOMINEE(S)**

| Name in full with full address of Nominee(s) | Relationship with the employee | Age of Nominee | Proportion by which the gratuity will be shared |
|--|--------------------------------|----------------|---|
| 1  | 2                              | 3              | 4   |
|  |                                |                |   |

**Statement**

1. Name of employee in full :
2. Sex :
3. Religion :
4. Whether unmarried/married/widow/widower :
5. Department / Branch / Section where employed :
6. Post held with Ticker No. or Serial No. if any :
7. Date of appointment :
8. Permanent Address :

|             |          |              |
|-------------|----------|--------------|
| Village     | Thana    | Sub-division |
| Post Office | District | State        |

**Place:**

**Date :**

**Signature/Thumb impression of the employee**

**Declaration by witnesses**

Nomination signed/thumb-impressed before me.

| <b>Name in full and full address of witnesses.</b> | <b>Signature of Witnesses</b> |
|--|-------------------------------|
| 1)   | 1)                            |
| 2)   | 2)                            |

**Place :**

**Date :**

**Certificate by the employer**

Certified that the particulars of the above nomination have been verified and recorded in this establishment.

Employer's Reference No. if any.

Date:

**Signature of the employer/Officer authorised**

**Designation**

**Name and address of the establishment  
or rubber-stamp thereof**

**Acknowledgement by the employee**

Received the duplicate copy of nomination in Form 'F' filed by me and duly certified by the employer.

Date

**Signature of employee**

Note: Strike out the words/paragraphs not applicable