

## HARMAN INTERNATIONAL (INDIA) PRIVATE LIMITED

Salarpuria Sattva Knowledge Court  
Office-I, Wing 'A' & 'B' 6th floor, Plot No. 9, Phase I ,  
Doddenakkundi Industrial Area, Bearing Khata Sl. No. 299 old No.62,  
Situated at Survey No. 77, Doddenakkundi Village, K.R. Puram Hobli,  
Bangalore East Taluk, Bangalore -560048, Karnataka.  
Tel : +91.80.4330.6300 ; Fax : +91.80.4097.6806  
Web : [www.harman.com](http://www.harman.com)  
CIN : U72200KA2009PTC048794  
GSTIN: 29AACCHI585JIZA

November 12, 2021



MIR FAISAL

Flat No - C4, Neelkanth Apartment,  
Rakesh Marg, Nehru Nagar – III,  
Ghaziabad- 201001

### APPOINTMENT LETTER

Dear Mir,

On behalf of Harman International (India) Private Limited ("Harman India" or the "Company"), I am pleased to appoint you for the position of **Senior Engineer I, SW** effective **November 12, 2021**. In this capacity you will report to **Senior Manager II, Engineering SW**.

The basic terms and conditions of your employment are as set out in this Appointment Letter. This document incorporates the written particulars of employment with Harman India required to be given to you by statute. Your Remuneration package will be **INR 1,950,000** which includes all statutory allowances. The detailed break-up of the same is provided in the Annexure.

1. **Compensation:** Your compensation package will include your Basic Pay and various Allowances as per Company compensation guidelines. Your compensation package is as detailed in the annexure.
2. **Job Title, Grade and Flexibility:** You are employed as **Senior Engineer I, SW at Global Grade 11a** reporting to the **Senior Manager II, Engineering SW**. You are expected to perform all duties which may be required of you in this role as assigned by your Superior.

At times Harman India, at its discretion, may require you to perform additional or other duties, whether skilled or unskilled, not within the scope of your normal duties and may at its discretion amend your job description at any time. During the period of your employment, you shall whenever required by the Company, undertake such traveling in India and elsewhere in connection with or in relation to the business of the Company.

3. **Hours of Work:** The Company observes a 5-workdays/week with working hours between: 9.00am to 6.00pm. There will be a 45-minute lunch break. The Company reserves the right, if it reasonably requires, increasing, reducing and/or otherwise varying or altering your hours or times of work. We have a Flex-time policy, where, depending on job requirements and special circumstances, there may be need for flexibility in timing. The concerned manager and employee will decide appropriate schedules in concurrence with HR.
4. **Place of Work:** Your normal place of work will be Bangalore. The Company may, however, require you to work at such other locations on a temporary basis as and when required. You may be required to travel in order to fulfill the duties of your employment as per business needs.
5. **Leave and Holidays:** You will be entitled to 21 days of Earned Leave per year. You will also be entitled to 6 days of sick leave per year. You will be eligible for leave as per the policy of the Company relating to leave, which are in force from time to time.

6. **Statutory Benefits:** You will be entitled to statutory benefits such as Provident Fund, Gratuity, Medical Reimbursement as per the policies of the Company and applicable legislations.
7. **Increments:** You will normally receive Increments annually as per the Company Policy. Increments will not be automatic and will be determined on your performance. Also, increments are subject to completion of a minimum period of 6 months of employment in the company. For periods less than 6 months, the management may at its discretion allow for an increment.
8. **Medical Fitness:** Your appointment and its continuance are subject to your being found and remaining (physically and mentally) fit. The Company reserves the right to ask you to undergo medical examination if and when necessary. Expenses for such medical examination will be borne by the Company.
9. **Retirement:** The age of retirement shall be on attainment of 60 years.
10. **Termination:** Your employment with the Company is at will and Harman India is not hereby offering you lifetime employment or employment for a fixed or implied period of time. The above nature of your employment relationship cannot be changed except in a written document signed by both parties. Except as otherwise set forth above, upon termination of your employment, Harman will have no further obligations to you under this offer letter or any other document executed between you and Harman India.

The employment may be terminated either by you or, by the Company, as under:

As a permanent employee, you may terminate your employment by giving a 90 day notice period or salary in lieu thereof. The Company has the right to accept / decline the offer of salary in lieu of the period of notice.

The Company may terminate your employment, by giving a 90 day notice period or pay in lieu of the period of notice.

11. **Conflict of interest:** You shall not at any time during your employment, except with the expressed and special permission of the Company, engage directly in any other business or occupation whatever either as principal, agent, servant, broker or otherwise, or engage in any activity to the detriment, whether direct or indirect, of interest of Company.
12. **Non Compete:** During the Term, you shall not be entitled to directly or indirectly, run, operate, control, be employed by or provide any services to any competitor of the Company. You shall under no circumstances work for or operate a business competing against the Company, that is, any business, trade or occupation which is engaged in the Audio, Infotainment and Navigation business including all related software engineering and development business in India.
13. **Confidentiality:**
  - a. Information obtained, developed or produced by Harman India and its employees, supplied by outside consultants or vendors for the benefit of the company, or information about the company's clients is confidential. This information should not be disclosed to anyone outside the company including friends, family, relatives, business or social acquaintances, customers, suppliers or others.
  - b. Unless an employee has specific authorization, he/she should not disclose this information to other employees except on a "need to know" basis and with the agreement of the recipient to treat the information as confidential.
  - c. You shall not at any time during your employment or after the termination of your employment except by the direction or with the prior approval of the Management, divulge either directly or indirectly to any person or company, knowledge or information concerning the affairs or property of Company or any business, property, transactions or policies in which Company may be or may have been concerned or interested.





14. **Non-Solicit:** You shall not, directly or indirectly, at any time during the term of your employment with the Company and for a period of two years thereafter, for any reason, either on your own account or for any other person or entity, solicit, interfere with or endeavour to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates.
15. **Other Benefits & Miscellaneous Items:** You will be entitled to such additional benefits, in accordance with the Company policy and governing plan documents, as amended from time to time, as and when you become eligible for the same. Eligibility to participate in these benefits commences as of your date of hire. The Company will, in connection with payments made to you pursuant to your employment, withhold from any compensation and benefits payable to you all taxes as requested by you or that the Company is required to withhold pursuant to any law or government regulation or ruling.
16. You are expected to and you shall keep yourself updated on a continuous basis, of the HARMAN policies and procedures by accessing the Company <http://intranet.oneharman.net/India/HR/SitePages/Home.aspx> from time to time. Ignorance of a company policy cannot be cited as an excuse for lack of awareness or non compliance with policies and procedures. Please note that the benefits set out in the Policies have to be availed in a time bound manner.
17. **Dismissal:** The Company retains the right to dismiss the employee without giving notice on the grounds of misconduct or behavior inconsistent with the fulfillment of the expressed or implied conditions of service.
- If any declaration given or information furnished by you to the Company proves to be false or if you are found to have willfully suppressed or concealed any material information, in such cases, you will be liable to be removed from the employment of the Company without any prior notice.
- All staff benefits shall cease after the last day of service. Any monies due and owing under any staff loan scheme, bond or otherwise payable by you to the company must be settled before the last day of service. The Company reserves the right to recover any outstanding sums from the balance of money payable to you
18. **Disputes:** Any dispute relating to your employment shall be resolved by final and binding arbitration before a neutral arbitrator, appointed by Harman India. Such arbitration shall be conducted in Bangalore, India or such other location as to which you and Harman India agree in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Subject to the foregoing, the law of India, without regard to its choice of law rules, shall govern all disputes arising out of your employment by Harman India.

We welcome you to Harman India and hope you have a long and fruitful association with us. Please confirm your acceptance by signing below and return the copy to us.

Thanking you,

**Nagendra Prasad**  
**Director, Human Resources**  
**Harman International (India) Pvt. Ltd.**

## Annexure

### Compensation Breakup - MIR FAISAL

	Compensation Element	INR (per month)	INR (per Annum)
<b>Basic Allowances</b>	Basic Pay	65000	780000
	House Rent Allowance	26000	312000
	Special Allowance	60574	726882
<b>Retirals</b>	Provident Fund (12% of Basic – Employer PF)	7800	93600
	Gratuity	3127	37518
<b>Fixed Pay</b>		<b>162500</b>	<b>1950000</b>



Please note that your compensation is confidential and should not be discussed with anyone except your Human Resources Head /Manager of Harman International (India) Pvt Ltd.

You will be covered by the Payment of Gratuity Act, 1972.

In addition to your compensation above the benefits package includes:  
Group Medical Insurance coverage for you and your family.  
Group Personal Accident & Life Insurance coverage for you.

### Acceptance of Offer

I, **MIR FAISAL**, hereby confirm acceptance of the terms and conditions as specified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date