

## HARMAN

**Harman Connected Services Corporation India Pvt. Ltd**

No.3 & 3A, EOIZ Industrial Area, Survey No. 85 & 86

Sadaramangala Village, Krishnarajapuram Hobli

Bangalore - 560066, Karnataka, India

☎ +91(80)3737 1000

📠 +91(80)3307 2000



29 April 2024

Sudipto Saha

Pune

Pune- 411044

**Sub: Offer of Employment**

Hello Sudipto,

Congratulations! Pursuant to our discussion, we are delighted to offer you employment opportunity with **Harman Connected Services Corp. India Pvt. Ltd., Pune** as a full time employee at Grade **10B** and your designation will be **Senior Engineer - Product Development**. Your initial place of posting will be **Harman India - Pune, Maharashtra**. In this capacity you will report to **Business Unit/Function Head** or his/her nominee.

Further, "Company" for all purposes in this document shall mean **Harman Connected Services Corp. India Pvt. Ltd.** and or its Affiliates, where the context may so require.

**Following are the terms and conditions associated with your employment:**

**Date of Joining:** Your employment with the Company shall commence on **13 May 2024**. In the event you fail to join on the mentioned date, the offer made herein shall stand withdrawn, unless change in the reporting date is communicated and agreed with the Company in writing.

**Compensation:** Your Annual Total Pay will be **₹2,350,000.00** which would comprise your salary, statutory benefits and bonus (as applicable). The company will deduct taxes as appropriate and consistent with the Indian tax regulations from time to time. You will be responsible for your tax liabilities under applicable laws and regulations. The company shall also have the right to vary, amend and modify any item of the salary package including the benefits as per the applicable company policy and procedures and as per any law prevalent in the country. Please refer to Compensation Breakup - Annexure 1 for specifics.

**Relocation Reimbursement:** You are eligible for relocation reimbursements up to a maximum total of **₹50,000.00** towards movement of household items (including packing/unpacking charges, transportation & transportation insurance) and brokerage for renting accommodation. Reimbursement shall be made against the production of invoices / tickets within one month of joining in accordance with the applicable Company's Relocation policy. This is applicable if you are not already residing in the initial place of posting. In the event that your employment is terminated or you decide to resign from the Company within a period of one (1) year from your date of joining, you will

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CIN: U72200KA2002PTC030427 Email: [contactus@harman.com](mailto:contactus@harman.com)

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be required to refund the full amount received from the Company. In the event of failure to repay, the Company reserves the right to recover the same including from any other payments due to you by the Company.

**Hours of Work:** The Company observes a 5-workdays per week with working hours between: 9.00 AM to 6.00 PM. There will be a 30-minute lunch break. You may be required to work on staggered timings/shifts as per the business requirement. The Company reserves the right to reasonably alter / change the hours of work, holidays, and paid leaves in accordance with the applicable employment laws. 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. Please refer to the applicable policy for more details.

**Work Location:** Your base location of work will be **IN\_Pune\_Embassy Tech Zone \_Rajiv Gandhi Infotec Park\_HCS**. However, depending upon exigences of the business you may be transferred/relocated/deputed by the Company to any other group entity or affiliate anywhere in India or abroad at Company's sole discretion. You may be transferred from one location to another or to a different position or team or unit/department as the Company deems fit. In addition, your services may be deputed to any of our client companies for work pertaining to or incidental to the client's business. You may be transferred to one of the Company's subsidiaries or affiliates, pursuant to the requirements of the Company and /or its subsidiary / affiliates at the sole discretion of the management.

In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and applicable policies of the Company existing at that time.

#### **Conditions for hire and continuation of employment: -**

**a. Background Screening:** The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate the details furnished by you including your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. Your employment is contingent upon satisfactory reference & background checks including verification of your address, criminality checks, education and employment history. You expressly consent to take any necessary action by Company, if you are unable to submit pending documents (if any) related to background check within 90 days. You expressly consent to providing all the necessary information as required by the Company for conducting such background checks and you acknowledge that such information may contain personal sensitive information which is voluntarily provided by you. In this connection, you expressly consent to the Company migrating employment data submitted by you or available with the Company to a third party. Where a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company before initiating an

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appropriate action. Your employment with the company will be conditional upon the receipt of a satisfactory background verification report. If the Company is not satisfied, with the outcome of the background checks, it reserves the right to initiate any appropriate action against you, including, but not limited to termination of your employment without notice or salary in lieu of the same.

You also declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease, and you are not addicted to any substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which would be professionally determined by the Company, and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

**b. Retirement:** You will automatically retire (without any notice) in the normal course from the services of the Company at the end of the month in which you attain the age of superannuation, which is 60 years.

**c. Notice Period / Termination:** The employment may be terminated either by you or, by the Company, as under:

a) You may terminate your employment by giving a 90-days written notice period or salary i.e Base Pay in lieu thereof. The Company has the right to accept or decline the offer of salary in lieu of the period of notice. Further details on the separation procedure/ process could be found on the HR Policy section of the Intranet; and

b) The Company may terminate your employment, by giving a 90-days written notice period or pay in lieu of the period of notice. However, notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (vii) misconduct by you as provided under the labor laws.

The Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

All staff benefits shall cease after the last day of service. Any outstanding amount owed by you to the Company must be settled before the last day of service failing which the Company reserves the right to (a) withhold the full and final settlement and (b) initiate appropriate legal proceedings as it deems fit.

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**d. Leave without Notice:** In case you absent yourself from duty continuously, without prior authorization or overstay sanctioned leave, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

### Effects of Cessation of Employment

a) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

b) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

**Conflict of interest:** While in the employment of the Company, you will devote the whole of your time exclusively to the business and affairs of the Company and you shall not at any time during your employment, except with the express and written permission of the Company, remain employed or offer your services or engage directly or indirectly with or without pay 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. You will not undertake business of similar nature with any other Company during the period of your employment with this Company. Contravention of this condition would be construed to be a misconduct and breach of your obligations under this offer of employment and the Company reserves the right to initiate any appropriate action against you, including, but not limited to termination of your employment.

### Non-Solicit and Non-Compete

You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.

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b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or its affiliates.

c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

#### Confidentiality, Privacy and Intellectual Property of other employer(s):

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, divulge/reveal/disclose either directly or indirectly to any person or company, any of trade secrets, secret or confidential information, information contained in any manuals and /or dealings or any information concerning the business, finances, external and internal transactions of the company and / or its Affiliates, including but not limited to company contacts, processes , applicable policies , strategies involving marketing ,advertising, operations, contractual obligations, business expansion which may come to your knowledge and/ or to be imparted to you by the Company during your employment hereunder.

d) Upon your first day at work, you will be expected to sign certain mandatory agreements, including but not limited to Company's standard form of Invention and Secrecy Agreement, Code of Ethics and other documents. You also hereby undertake that you have duly, or will duly within 7 days of joining, disclose to the Company in writing any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. The Company understands that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Further, you agree not to bring any third-party confidential information to the Company, including that of your former employer(s), and that in performing your duties for the Company you will not in any way utilize any such information, other than in the manner that may be directed by the Company while releasing such information.

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e) Release: You hereby acknowledge that (a) as a part of your services, you may provide your image, likeliness, voice or other characteristics; and the Company may use your image, likeliness, voice or other characteristics and expressly release the Company, its affiliates and their agents, executives from and against all claims which you have or may have for invasion of privacy, defamation, copyright infringement or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such characteristics.

f) Privacy Consent: You hereby consent to the transfer of your personal information to the Company, including what may qualify as sensitive personal data or information under the Digital Personal Data Protection Act, 2023, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 or such other laws that may replace such rules, either directly by the Company or by any person on its behalf, for the purpose of processing your employment as contemplated herein. The Company may process such acquired personal data for the performance of its obligations under this Offer of Employment.

By signing this Offer of Employment, you hereby expressly consent to:

- a. the processing of your personal data by the Company;
- b. transmission of personal data by the Company to a third party, for internal administrative purpose as required for the performance of obligations under this Offer of Employment;
- c. the collection and processing of sensitive personal data about You; and
- d. treating any data to which You have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to You.

#### Other Benefits & Miscellaneous Items:

a) You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence and remain dedicated to the Company. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations, and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your role, responsibilities and duties.

b) The Company in its sole discretion may review your increments/incentives (if applicable)/promotion. Any such review would be dependent on your efficiency, rating in the performance review, client feedback, regular attendance, sense of discipline and good behavior and subject to the prosperity of the organization.

c) During your employment with the Company, you shall be required to keep yourself informed, updated and compliant with all the applicable policies and procedures of the company in force and as may be amended from time to time and as applicable to you. For avoidance of doubts, it is further clarified that the terms and conditions contained herein may be revised by the Company through the introduction of a new policy or vide a separate correspondence to you or by a

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change in your role or through an upgrade in your role or profile by way of promotion. In such an instance the terms and conditions of your offer of employment shall be construed to be amended to that extent automatically and retrospectively.

d) The contents of this offer of employment are confidential in nature and you shall not disclose any information pertaining to your terms of employment for any purpose without the prior written consent of the Company. Your confidentiality obligations created by this offer of employment shall survive termination of this offer of employment.

e) You hereby acknowledge that (a) as a part of your services, you may provide your image, likeliness, voice or other characteristics; and (b) the Company may use your image, likeliness, voice or other characteristics and expressly release the Company, its affiliates and their agents, executives from and against all claims which you have or may have for invasion of privacy, defamation, copyright infringement or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such characteristics.

**Disputes:** Any dispute relating to your employment shall be submitted to the appropriate courts at Bangalore, Karnataka and such courts would have the exclusive jurisdiction over the disputes with respect to your employment. Subject to the foregoing, the laws of India, without regard to its choice of law rules, shall govern all disputes arising out of your employment by HARMAN India.

The benefits as outlined in Annexure 2 are subject to change at the Company's discretion.

We welcome you to our organization and look forward to having a mutually beneficial association.

Kindly confirm your acceptance within 5 calendar days from the date of offer. If we do not receive your acceptance by the aforementioned date, the offer would lapse automatically.

Thanking you,

Harman Connected Services Corp India Pvt Ltd.

Subhajit Ghosh  
Director - Talent Acquisition

Enclosed Annexures:

- 1) Compensation break-up detail
- 2) A note on your Total Rewards

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I have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the Company. I am under no duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

*Signature: signHere1*

*Name:Sudipto Saha*

*Date: dateSigned1*

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**Annexure 1 - Compensation Breakup**

<b>Name:</b>	Sudipto Saha
<b>Designation:</b>	Senior Engineer - Product Development
<b>Global Grade:</b>	10B
<b>Annual Total Pay:</b>	₹2,350,000.00
<b>Base Salary:</b>	₹2,350,000.00

Components	INR (per month)	INR (per Annum)	Rationale
Basic Pay	78,333.00	940,000.00	40% of Total Fixed Pay
House Rent Allowance	31,333.00	376,000.00	40%/50% of Basic Pay (as per city)
Flexible Benefit Package*	72,999.00	875,986.00	Balance of Base Salary
Statutory Bonus			If applicable
<b>Fixed Salary : (A)</b>	<b>182,666.00</b>	<b>2,191,986.00</b>	
PF - Employer's Contribution	9,400.00	112,800.00	12% of Basic Employer's contribution on Basic Pay
Gratuity	3,768.00	45,214.00	4.81% of Basic Pay
ESI - Employer's Contribution			If applicable
<b>Statutory Benefits : (B)</b>	<b>13,168.00</b>	<b>158,014.00</b>	
<b>Base Salary : (C) = (A + B)</b>	<b>195,833.00</b>	<b>2,350,000.00</b>	
<b>Annual Total Pay : (E)</b>		<b>₹2,350,000.00</b>	

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Please note that your compensation is confidential and should not be discussed with anyone.

- a) Flexible Benefit Package\* is payable towards salary components explained in the Annexure 2 "Total Rewards @HARMAN" as per the applicable Company policy. Employees should decide on the Flexible Benefit Package at the time of joining; any changes to the Flexible Benefit Package will be accepted as per the applicable Company policy.
- b) Details of the other benefits are mentioned in the Annexure 2 "Total Rewards @HARMAN".
- c) The gratuity amount set out above is an approximation. The eligibility and payment of gratuity shall be in accordance with the applicable provisions of the Payment of Gratuity Act, as amended and supplemented from time to time.

Please refer to the Annexure 2 for details on various benefits offerings in addition to your compensation offered above.

**For Harman Connected Services Corp India Pvt Ltd.**

**Subhajit Ghosh**

**Director - Talent Acquisition**

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### Mandatory Documents List

1. Pan Card Copy.
2. Aadhar Card Copy.
3. Passport Copy.
4. 10th & 12th Marks card.
5. Graduation - All semester marksheet and provisional/convocation certificate from university.
6. Post- Graduation - All semester marksheet and provisional/convocation certificate from university (If Applicable).
7. Passport size photograph with dark grey color background.
8. Present Address Proof (Gas Bill/Rental Agreement/ Electricity Bill/Aadhar card/Passport/ Ration Card/Phone bill/Bank Statement) Any one document.
9. Permanent Address Proof (Gas Bill/Electricity Bill/Aadhar card/Passport/Ration Card/Phone bill/Bank Statement) Any one document.
10. Pan and Aadhar Link screenshot from Income Tax Portal (Please find the [link here](#)).
13. Previous Company Reliving letter/Resignation Acceptance letter/Mail confirmation from HR on the LWD.
14. Last 3 months Pay slips.
15. All the previous companies experience letters. (If Applicable)
16. Signed offer letter copy.
17. Screenshot of Aadhaar seeding status in UAN Portal is required.
18. PF Passbook (Not applicable for the employees who didn't have PF account in the past).

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