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CIN : L24239MH1944PLCO07330

## **Letter of Appointment**

May 3, 2018

Ms Anisha Motwani  
Block No. 8,  
House No. 24,  
South Patel Nagar,  
Delhi – 110 008

### **Sub: Your Appointment as Independent Director**

Dear Ms Motwani,

We are pleased to inform you that upon the recommendations of the Nomination and Remuneration Committee, the Board has approved your appointment as an Independent Director on the Board of the Company for a term of three (3) years with effect from April 25, 2018 ("Term"), subject to approval of the Shareholders at the forthcoming Annual General Meeting of the Company.

This letter sets out the main terms of your appointment as an Independent Director.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the (i) applicable laws, including the Companies Act, 2013 and Rules framed thereunder ("the Act") and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), 2015 (as amended from time to time) ("Listing Regulations") and (ii) Articles of Association of the Company ("AOA").

### **(1) Appointment and Re-appointment:**

- 1.1 Your appointment is for a term of three (3) years effective April 25, 2018, subject to the approval of shareholders at the forthcoming Annual General Meeting.
- 1.2 You shall not be liable to retire by rotation.
- 1.3 Your eligibility to continue as an Independent Director is always subject to your meeting the criteria for being an Independent Director, as defined under the Act and the Listing Regulations.
- 1.4 Your appointment shall be governed by -
  - (i) Provisions of the Act and Listing Regulations,
  - (ii) Abbott India Limited Code of Business Conduct, Code of Conduct for Prohibition of Insider Trading, Abbott India Code for Independent Directors and Articles of Association of the Company.

**(2) Appointment on the Committees of the Board:**

2.1 The Board may, considering your skills, experience and expertise, nominate you on one or more committees of the Board. You are currently nominated to be a Member on the following Committee of the Board, whose terms of reference are enclosed.

- Nomination and Remuneration Committee: Member

2.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event, you may also be required to serve on other Committees of the Board.

**(3) Abbott India Limited Code for Independent Directors:**

As an Independent Director, you shall always abide by the Abbott India Code for Independent Directors, annexed to this letter.

**(4) Roles, Duties and Responsibilities:**

Further, as a member of the Board, you along with the other Directors will be collectively responsible for meeting the objectives of the Board which shall include :

- Requirements under the Act and the Rules framed thereunder
- Responsibilities of the Board in relation to Corporate Governance as outlined in the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), 2015 and Abbott India Code for Independent Directors
- Accountability under the Directors' Responsibility Statement which forms part of the Directors' Report to the Shareholders
- Review the Company's business strategy, financial plan and monitor the performance of the Company
- Review Management performance
- Advise and counsel the Management in the area of your expertise
- Monitor and manage potential conflict of interest of the management
- Ensure the integrity of financial information, appropriate risk management framework and regulatory compliances

Any Company information received by you during the course of Board/Committee Meetings or in your capacity as Independent Director on the Board shall remain confidential at your end until the same becomes public.

**(5) Remuneration:**

As an Independent Director you shall be paid sitting fees for attending the Meetings of the Board and the Committees of which you are a member, as fixed by the Board from time to time.

Further, you shall be reimbursed such fair and reasonable expenditure as may have been incurred by you while performing your role as an Independent Director, including reimbursement of expenditure incurred for attending the Board / Committee Meetings, Annual General Meetings, Extra-Ordinary General Meetings, Meetings with Shareholders/Creditors/ Management, site visits and training programs, etc.

**(6) Abbott Code of Conduct:**

You agree to comply with the Abbott Code of Business Conduct which is applicable to its employees and directors. Copy of the same is annexed herewith.

**(7) Induction and Training Programs:**

The Company shall, as and when required, conduct formal induction program for its Independent Directors for explaining Company's vision, corporate governance practices, industry in which Company operates, business operations of the Company, business model, operating procedures of the Company, etc.

Further, the Company shall provide suitable training, as and when required, to familiarize you with the company, your roles, rights, responsibilities in the Company.

**(8) Performance Appraisal / Evaluation Process:**

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

**(9) Disclosures:**

You shall disclose to the Company your interests as a shareholder, director, officer, partner/proprietor of firm or trustee of other companies or entities at the beginning of each financial year and any deletion / addition thereto within 15 days from such change.

You shall confirm the Related Party details, as required in the specific format provided by the Company within 15 days of the end of each quarter. You shall promptly notify the Company in case of any change in Related Party details submitted to the Company.

If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act or, if applicable, you fail to meet the criteria for "Independence" under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), 2015, you agree to notify the Company immediately.

**(10) Termination:**

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to Registrar of Companies (ROC). The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

**(11) Miscellaneous:**

As per the provisions of the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), 2015, a brief profile and the terms and conditions of your appointment shall be disclosed on the website of the Company.

**(12) Acceptance:**

Please confirm your acceptance by signing and returning the enclosed copy of this letter

We look forward to the Board and the Company benefiting from your rich experience, expertise and proficiency in relevant areas and thank you in advance for your support and commitment.

Yours sincerely,  
**For Abbott India Limited**

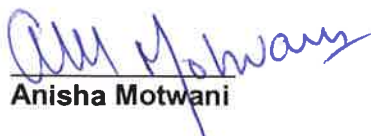


**Munir Shaikh**  
**Chairman**

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**Agree and Accept**

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.



**Anisha Motwani**

Date: May 3, 2018  
Place: