



Abbott India Ltd
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Letter of Appointment

Date : October 29, 2019

Ms Shalini Kamath
A-1203/1204, Chaitanya Towers,
Appasaheb Marathe Marg,
Near Ravindra Natya Mandir,
Prabhadevi,
Mumbai – 400025

Sub: Your Appointment as Independent Director

Dear Ms Kamath,

I am 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 October 29, 2019 ("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 (including any statutory modifications or re-enactment/ amendments thereof for the time being in force) ("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 October 29, 2019, 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) Memorandum and Articles of Association
- (iii) Abbott India Limited Code of Business Conduct, Code of Conduct for Fair Disclosure, 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 on the following Committee of the Board, whose terms of reference are enclosed.

- Audit Committee - Member
- Stakeholders Relationship Committee - Member
- Risk Management Committee - Member

2.2 By accepting this appointment, you confirm that you will 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 which includes addition or deletion of your name from committees, 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 (as amended from time to time) 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 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) Status of appointment and Remuneration:

You will not be considered as employee and this letter of appointment shall not constitute a contract of employment. 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) Insurance:

The Company has Directors' and Officers' liability insurance sufficiently in place and it is intended that the Company will maintain such cover for the full term of your appointment.

(9) 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.

(10) 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 arise the circumstance which could lead to conflict of interest or if 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 Listing Regulations, or if you become aware of any circumstance or situation which exists or may be reasonably anticipated, that could impair or impact your ability to discharge the duties with an objective independent judgment and without any external influence, you agree to notify the Company immediately.

(11) Dealings in shares:

You are required to comply with the Company's Insider Trading Code of Conduct. This code inter alia prohibits the Directors from dealing in the Company's shares during the period when the trading window is closed. Further, directors, being designated persons of the Company for the purpose of insider trading guidelines, are required to pre-clear all trades (buy/sell) from the Chairman / Compliance Officer of the Company as per the threshold limits specified therein. You are also required to comply with the applicable SEBI insider trading laws and regulations.

(12) 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 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.

Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company.

(13) Miscellaneous:

As per the provisions of the Companies Act, 2013 and the Listing Regulations, a brief profile and the terms and conditions of your appointment shall be disclosed on the website of the Company.

(14) **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.

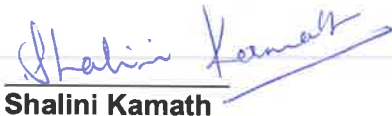
Yours sincerely,
For Abbott India Limited



Munir Shaikh
Chairman

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.



Shalini Kamath

Date: October 29, 2019

Place: