



**Abbott India Limited**

**Letter of Appointment**

Date: .....

To,  
Mr .....  
.....  
.....

**Sub: Your Appointment as Independent Director**

Dear Sir,

We are pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee and the Board, the Shareholders have approved your appointment as an Independent Director on the Board of the Company for a term upto .....

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 (“the Act”) and Clause 49 of the Listing Agreement (as amended from time to time) (“Listing Agreement”) and (ii) Articles of Association of the Company (“AOA”).

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

- 1.1 Your appointment is for a term .....
- 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 Agreement.
- 1.4 Your appointment shall be governed by -
  - (i) Provisions of the Act and Listing Agreement,
  - (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.
- 1.5 Your re-appointment for another term of five years at the end of the current term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders by way of Special Resolution.

1.6 Further, your re-appointment shall be on the basis of report of your performance evaluation by the Nomination and Remuneration Committee, Board or by any other authority as may be appointed by the Board in this regard, and you meeting the criteria of Independence.

**(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 Chairman / Member on the following Committees of the Board whose terms of reference are enclosed.

..... : .....

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 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 Clause 49 of the Listing Agreement 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
- Advice 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

**(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.

**(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 end of the 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 2013 Act or, if applicable, you fail to meet the criteria for "Independence" under the provisions of Clause 49 of the Listing Agreement, 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 Clause 49 of the Listing Agreement, a brief profile and the terms and conditions of your appointment shall be disclosed on the website of the Company.

(12) **Acceptance:**

We are confident that the Board and the Company will benefit immensely from your rich experience, expertise and proficiency in subject areas. Please confirm your acceptance by signing and returning the enclosed copy of this letter

We thank you in advance for your support and commitment to the Company.

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.

\_\_\_\_\_  
(Signature)

Date:  
Place: