Date: May 4, 2022

Ms. Monica Widhani
DIN: 07674403
7, Asian Games Village,
Delhi 110049

Dear Ms. Monica Widhani,

Sub: Your appointment as “Independent Director”

As authorised by the Board of Directors, I am pleased to inform you that based on the recommendations of the Nomination and Remuneration Committee and as approved by the Board of Directors at its meeting held on May 4, 2022, you have been appointed as an additional Director in the category Independent Director of ABB India Limited (hereinafter referred as ‘the Company’), subject to approval of the shareholders of the Company.

The terms and conditions of your appointment as an Independent Director of the Company are set-out below. Your relationship with the Company will be that of an office holder and not one of contract for employment in the Company.

Your appointment is subject to the extant provisions of the Companies Act, 2013 (“the Act”) read with Regulation 16(1)(b) and 17 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”), as amended from time to time and the Articles of Association of the Company (the “AOA”).

As required under the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 [Listing Regulations], the Company is required to issue an appointment letter containing terms & conditions of your appointment and hence this letter.

Terms and Conditions:

A) APPOINTMENT & TENURE

You will hold office as an independent director.

Your appointment as an Independent Director will be for a period of 3 (three) years effective May 6, 2022 subject to approval of the shareholders and unless vacated and/or terminated earlier, as per provisions of the applicable laws. This tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under applicable laws on a continuous basis. As an Independent Director, you are not liable to retire by rotation. Your appointment and continuation of office is subject to the applicable provisions of the Act and the Listing Regulations.

B) TIME COMMITMENT

As an Independent Director, you are expected to bring objectivity and independence of view to the Board's deliberations and to help the Board with effective overview of the Company's strategy, performance, social commitments and risk management and ensure high standards of financial integrity and governance. You are required to perform the duties expected from you including (without limitation) attending Board/Committee meetings of which you are a member and shareholders meetings and to devote such time, as appropriate, for you to discharge your responsibilities and duties effectively.

C) ROLE & RESPONSIBILITIES

1. Your role, functions and duties as Independent Director shall be in accordance with the provisions of Section 166 and Schedule IV (Code for Independent Directors) of the Companies Act, 2013 and also as per the Listing Regulations entered into by the Company with the Stock Exchanges, as amended from time to time.

2. Your conduct as an Independent Director shall be in line with the guidelines prescribed for professional conduct as per Schedule IV (Code for Independent Directors) of the Companies Act, 2013.

3. The Company expects your attendance and active participation in the meetings of the Board and its Committees wherein you are appointed as a member so that the Company is benefitted with your knowledge and experience to ensure good governance and you shall:

   i. act in accordance with the Articles of Association of the Company (AoA);
   ii. act in good faith in order to promote the objectives of the Company for the benefits of its members as a whole and in the best interest of the Company;
   iii. discharge responsibilities and duties with due and reasonable care, skill and diligence by exercising independent judgement;
   iv. provide strategic direction and also act as a constructive critic in evaluating the proposal and plans on strategic direction;
   v. evaluate and scrutinise the performance of the management, in meeting agreed goals and objectives;
   vi. satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and compliant with applicable laws;
   vii. keep yourself well informed about the Company and the external environment in which it operates; and
   viii. ensure that the vigil mechanism & whistle blower policy of the Company is implemented appropriately.

D) ADHERENCE TO THE CODE OF CONDUCT

During your tenure as an Independent Director of the Company, you are required to comply and abide with the provisions of the Act and the Listing Regulations including the following:

i. Code for Independent Directors outlined in Schedule IV of the Act and duties of Directors as provided in the Act including Section 166 of the Act.

ii. ABB's Code of Conduct; and

iii. Code of Conduct to regulate monitor and report trading by Insiders framed by the Company under the Securities & Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("Insider Trading Code").

E) PROFESSIONAL CONDUCT AND CONFLICT OF INTEREST

i. You are also required to ensure that you do not participate in or vote at any meetings of the Board/Committees wherein you are an interested director;

ii. You shall not achieve or attempt to achieve any undue gain or advantage either for yourself or for your relatives, partners, or associates;

iii. You shall not allow any extraneous considerations to vitiate your exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring with or dissenting from the collective judgment of the Board in its decision making;

iv. You shall not abuse your position to the detriment of the Company or its shareholders;

v. You shall not unfairly obstruct the functioning of the Board or Committee meeting(s);

vi. You shall not put yourself in a position which results in a direct' or indirect conflict of interest or possible conflict of interest, with the Company; and

vii. You shall not assign your office of an Independent Director and any assignments so made shall be void.

F) CONFIDENTIALITY

i. All information including commercial secrets, technologies, advertising and sales promotion plans related to the Company and /or ABB Group that is acquired by you or provided to you during your tenure is confidential to the Company and should not be released/disclosed either during your tenure or following termination (by whatever means) to third parties without prior authorisation by the Board, unless such release/disclosure is required by law or by the rules of any stock exchange or regulatory body/authority. Accordingly, you are expected to maintain all agenda, notes, data, records and other documents in any way relating to the Company or the Company's business interest, as highly confidential and maintain them as inaccessible to others;

ii. Your attention is also drawn to the requirements under the applicable regulations and the Insider Trading Code in relation to the disclosure of unpublished price sensitive information and dealing in the securities of the Company. Consequently, you should avoid making any statements or performing any transaction that might risk a breach of these requirements without prior clearance from the Board; and

iii. At all times and notwithstanding your ceasing to be an Independent Director of the Company, you are expected not to use such information for personal or professional benefit or disclose such confidential information to third parties who may use the same for their personal or professional benefit, or otherwise engage in any activity that would constitute insider trading.

G) DISCLOSURES OF INTEREST

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition of your appointment, you are required to submit various disclosures/ declarations under applicable laws and as per Company's policies including declarations with respect to any directorships, appointments and interests to the Board in writing. Further, in no event you shall hold directorship in companies beyond the limits specified in Section 165 of the Act (or) under the Listing Regulations.

During the term of your appointment, you agree to promptly notify the Company of any change in your directorships and provide such disclosure and information as may be required under the applicable laws; and

You shall refrain from any action that would lead to loss of your independence. In the event that your circumstances seem likely to change which might give rise to conflict of interest or such change in your circumstances could lead the Board to revise its judgement regarding your independence, such changes or possible changes in your circumstances should be disclosed to the Board promptly.

H) EVALUATION

The Company shall carry out an evaluation of the performance of the Board as a whole and of the Committees and directors of the Board on an annual basis (or) at such intervals as per the Company's policy and as per applicable laws. The performance evaluation of independent directors shall be done by the entire Board, excluding the director being evaluated. Your appointment/ re-appointment on the Board shall be subject to the outcome of the annual evaluation process.

I) INDEPENDENT DIRECTORS' MEETING

A separate meeting of the Independent Directors will be held at least once every year without the attendance of the non-independent directors and the members of the management. The Company expects all the Independent Directors to strive to be present at this meeting.

J) DIRECTORS AND OFFICERS (D&O) LIABILITY INSURANCE POLICY

The Company has a Directors and Officers (D&O) liability insurance policy in place, under which all directors of the Company are covered.

K) REMUNERATION

The Company will remunerate you for your time in the following manner:

i) Sitting Fee for attending meetings:
Rs. 50,000/- per meeting for each Board and Audit Committee meeting attended
Rs. 25,000/- per meeting for each other Committee meeting attended.

ii) Annual Profit Sharing Commission:
Subject to earning profits by the Company in the relevant financial year, the Company shall pay profit sharing commission, provided you have attended all the Board and Committee Meetings held during the said financial year; otherwise, the payment shall be made on pro-rata basis.

iii) The above payments shall be subject to deduction of tax at source as applicable.

iv) Payment of profit sharing commission shall however be subject to approval of the Board and within the overall limits prescribed in the Companies Act, 2013.

L) TERMINATION

You may resign from your position at any time by giving a notice in writing to the Company stating reasons of resignation. 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.

You shall cease to hold office of Independent Director if you fail to meet the criteria for an Independent Director mentioned in the Act and/or the Listing Regulations and/or if otherwise disqualified and you shall forthwith intimate the Company of such an event. In such an event, you agree to promptly submit your resignation to the Company with effect from date of such change.

The Company can also terminate your directorship in accordance with the procedure set out in Section 169 of the Act. Apart from the grounds of termination as specified in the Act, your directorship may be terminated for violation of any provisions of this appointment letter.

M) COOPERATION

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably required by the Company or its counsels.

N) PUBLICATION OF THE LETTER OF APPOINTMENT

In line with the provisions of the Act, the Company shall make public, the terms and conditions of your appointment and will also arrange for it to be displayed on the website of the Company and the stock exchange on which its securities are listed.

O) CHANGES IN PERSONAL DETAILS

During your term as an Independent Director, you shall promptly intimate the Company in the prescribed manner, of any change in address or other contact or personal details provided by you to the Company.

P) GENERAL

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by and shall be construed in accordance with, the laws of India and the parties agree to submit to the exclusive jurisdiction of the courts in Bangalore.

Q) ACCEPTANCE OF APPOINTMENT

We are confident that the Board and the Company will benefit immensely from your rich experience and expertise and we look forward to your association with us as an integral part of our Company.

Kindly accord and confirm your acceptance to the terms and conditions of your appointment by signing and returning a duplicate copy of this letter.

We look forward your continued support and guidance to the Company and its management as an Independent Director.

Thanking you

Yours sincerely

For ABB India Limited

Sd/-
Sanjeev Sharma
Managing Director
DIN: 07362344