

## **DRAFT APPOINTMENT LETTER**

Date: ....., 2024

To,  
Mr. Sanjay Gupta  
Urmi Aangan, Apartment 701,  
Peddar Road, Near Jaslok Hospital,  
Mumbai - 400026

Dear Mr. Sanjay Gupta,

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

I am pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee and the Board of Directors (**'the Board'**); the Shareholders of Colgate-Palmolive (India) Limited (**'the Company'**), have approved your appointment as an Independent Director of the Company (**'Non-Executive, Independent Director'**). This letter sets out the terms of your appointment :

#### **1. Appointment**

In terms of the provisions of the Companies Act, 2013 (**'the Act'**) and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulations, 2015, as amended from time to time, you will serve as an Independent Director on the Board of the Company with effect from January 22, 2024 for a term of 5 (five) consecutive years. You will not be an employee of the Company and this letter shall not constitute a contract of employment.

#### **2. Board committees**

You shall act as a Member of the following Committee :

- Audit Committee

The Board of Directors at its discretion may invite you, from time to time, to serve on one or more of the Committees of the Board. Your appointment on such Committee(s) will be subject to the applicable regulations.

#### **3. Professional Conduct**

As an Independent Director, you will:

- a) uphold ethical standards of integrity and probity;
- b) act objectively and constructively while exercising your duties;
- c) exercise your responsibilities in a bona fide manner in the interest of the Company;
- d) devote sufficient time and attention to your professional obligations for informed and balanced decision-making;
- e) not allow any extraneous considerations that may vitiate your exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision-making;
- f) not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;

- g) refrain from any action that could lead to a loss of your independence;
- h) ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly;
- i) assist the Company in implementing the best corporate governance practices; and
- j) not disclose any confidential information unless such disclosure is expressly approved by the Board or required by law.

#### 4. **Role, duties and responsibilities**

4.1 As members of the Board, you, along with the other Directors, will be collectively responsible for all duties and responsibilities of the Board under applicable laws, which include:

- the duties of directors as provided in the Act, including Section 166 of the Act;
- the Responsibilities of the Board of Directors" in terms of Regulation 4(2)(f) of the Listing Regulations; and
- accountability under the Directors' Responsibility Statement in terms of Section 134(3)(c) of the Act.

4.2 You will abide by the Company's 'Code for Independent Directors', a copy of which is enclosed herewith.

4.3 You will also comply with the 'Company's Code of Conduct' and 'Company's Code of Conduct for prevention of Insider Trading', copies of which are enclosed herewith.

#### 5. **Remuneration**

5.1 You will be paid remuneration by way of commission and sitting fees for attending the meetings of the Board and Committees, as approved by the Board of Directors and the Shareholders from time to time, subject to the limits as prescribed under the Act.

5.2 The current structure for payment of remuneration to Non-Executive, Independent Directors is as follows:

<b>Particulars</b>	<b>Amount (In Rs.)</b>
Annual Commission (not exceeding)	20,00,000/-
Per Meeting Sitting Fee - Board	100,000/-
Per Meeting Sitting Fee - Audit Committee	100,000/-
Per Meeting Sitting Fee - Other Committees	50,000/-
Per Meeting Sitting Fee - Independent Directors Meeting	50,000/-

5.3 In addition to the remuneration described above, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

#### 6. **D & O Insurance**

The Company maintains a Directors and Officers insurance policy (D & O policy) to cover the personal liability of directors and officers for claims made against them while serving on the Board and / or as an officer of the Company.

7. **Information on meetings**

7.1 The Board Meetings are scheduled considering the business and statutory requirements of the Company, after considering the availability of the Directors. The annual schedule of the Board Meetings is shared in advance with the Directors.

7.2 Normally, the Board meets five times in a year. Additional meetings are held on a need basis. Non-executive directors are expected to attend all the Board meetings.

7.3 It may not always be possible for each one of the non-executive/independent directors on the Board to be physically present at all the Board meetings. In such cases, the Company provides a facility to attend the meeting through Video-Conferencing to facilitate the participation.

7.4 The Board has full and unfettered access to any information of the Company, and to any employee of the Company. The Board regularly invites managers of the Company to present on topics of interest to the Board.

8. **Disclosures, other directorships and business interests**

During your term, you agree to promptly notify the Company of any change in your directorships and committee membership on the Board of other Companies, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as an Independent Director of the Company, you will promptly disclose the same to the Chairman and the Company Secretary.

During your term, you agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect your status as an Independent Director. You will also promptly intimate the Company Secretary and the Registrar of Companies/Ministry of Corporate Affairs in the prescribed manner, of any change in address or other contact and personal details provided to the Company. You will also continue to comply with the MCA DIR-3 KYC and other DIN related requirements including registration on Independent Directors data bank under the Act. You further agree to keep the said registration valid and effective.

9. **Mechanism for evaluating Board members**

The Nomination and Remuneration Committee conducts an annual evaluation to assess the performance of the Board, its Committees, Chairperson and the individual Board members.

10. **Termination**

10.1 You may resign from your position at any time. Should you wish to do so, you are requested to serve a written notice to the Board reasonably in advance and in terms of the requirements of applicable regulations/laws.

10.2 Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of the Act. You will not be entitled to compensation if the shareholders do not re-elect you at any time. Any re-election shall be considered as your second term.

10.3 The duration of your term shall be in line with the Company's Policy on retirement of Directors. The copy of the same is annexed herewith.

11. **Trading window closure dates**

You are also bound by the Insider Trading Code of Conduct of the Company and accordingly you should comply with the requirements of the aforesaid Code in the event you wish to deal in the Company's shares. You are requested to get in touch with the Company Secretary, in the event you need any clarification on this process. The trading window for dealing in the Company's share will be closed, *inter alia*, as under:

- a) From the end of each quarter up to 48 hours after the public announcement of quarterly or annual financial results;
- b) From the date on which it is determined that the Board will consider the declaration of a dividend up to 48 hours after the public announcement of the declaration of the dividend by the Board of Directors; and
- c) At all other times as may be determined by the Compliance Officer.

It is a pleasure to have you on the Board. I am confident that your association, advice and expertise will immensely benefit the Company and the Board.

This letter is being issued in duplicate. Kindly confirm your acceptance of these terms by signing and returning the one copy of this letter back to us.

Yours sincerely,  
Colgate-Palmolive (India) Limited

Prabha Narasimhan  
Managing Director &  
Chief Executive Officer  
(DIN: 08822860)

For and on behalf of Colgate-Palmolive (India) Limited

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signature: .....  
Name: Sanjay Gupta  
Designation: Independent Director  
DIN:05100297  
Date: .....  
Place: .....

- Encl: (1) Code for Independent Directors  
(2) Company's Code of Conduct  
(3) Company's Insider Trading Code of Conduct  
(4) Board & Committees Details  
(5) Meeting Calendar 2023 and 2024  
(6) Company's Policy on retirement of Directors