

Merck Limited,
Godrej One, 8th Floor,
Pirojshanagar,
Eastern Express Highway,
Vikhroli (East) Mumbai, 400079
India

Merck Internationale Beteiligungen GmbH,
c/o Merck KGaA
Frankfurter Straße 250,
64293 Darmstadt, Germany

Chemitra GmbH,
c/o Merck KGaA
Frankfurter Straße 250,
64293 Darmstadt, Germany

Emedia Export Company mbH,
c/o Merck KGaA
Frankfurter Straße 250,
64293 Darmstadt, Germany

Procter & Gamble Overseas India B.V.,
Watermanweg 100,
Rotterdam, 3067 GG,
Netherlands

Re: Resignation

Ladies and Gentlemen:

Effective on November 30, 2018, immediately upon and pursuant to the consummation of the transactions contemplated by the India Sale and Purchase Agreement, dated April 19, 2018 (the "India SAPA"), by and among Procter & Gamble Overseas India B.V., a Dutch private limited liability company, Merck Internationale Beteiligungen GmbH, a German private limited liability company (*Gesellschaft mit beschränkter Haftung*), Chemitra GmbH, a German private limited liability company (*Gesellschaft mit beschränkter Haftung*), Emedia Export Company mbH, a German private limited liability company (*mit beschränkter Haftung*), and Merck KGaA, a German partnership limited by shares (*Kommanditgesellschaft auf Aktien*), I, **Vikas Gupta**, hereby resign from any and all positions I have with Merck Limited (the "Company"), including, without limitation as **Company Secretary and General Counsel (India)** of Merck Limited.

I acknowledge and confirm that I have no claim or right of action of any kind (whether contractual, statutory or otherwise and whether or not known to me on the date hereof) outstanding for compensation or otherwise against the Company or any of its respective officers or employees in respect of the holding or termination of my office or otherwise. To the extent that any such claim exists or may exist, I irrevocably and unconditionally waive such claim and

release and forever discharge the Company and its respective officers and employees from any liability in respect thereof.

I also confirm that all remuneration and expenses due to me by the Company are duly paid up to date, and that there is no outstanding agreement under which the Company has or could have any debt, liability or other obligation owed to me, whether now or in the future.

This resignation letter and any non-contractual obligations arising out of or in connection with this resignation letter shall be governed by, and interpreted in accordance with, the laws of India.



Vikas Gupta

Date - November 28, 2018