



3M India Limited
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Bengaluru 560001, India
Tel: +91 80 22231414
www.3M.com/in

October 26, 2026

Corporate Relationship Department
BSE Limited
1st Floor, New Trading Ring, Rotunda Building
P.J. Towers, Dalal Street, Fort
Mumbai - 400 001

Scrip Code - 523395

The Secretary
National Stock Exchange of India Limited
Exchange Plaza, Bandra – Kurla Complex
Bandra (E), Mumbai – 400 051

Scrip Code – 3MINDIA

Sub: Disclosure pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Ref: Amendment of the agreements executed in relation to the health care business.

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and in furtherance to the disclosure made on November 10, 2023 and April 1, 2024 in respect of the approval granted by the board of directors of 3M India Limited ("**Company**") for **(a)** entering into the binding term sheet by the Company with 3M Healthcare US Opco, LLC (US), 3M Healthcare LATAM/APAC Export Corporation (US), Solventum Intellectual Properties Company (formerly known as 3M Healthcare Intellectual Properties Company) (US) and 3M Unitek Corporation (US) (collectively 'Solventum'), which set-out the key terms and conditions for the licensed manufacturing, reselling and distributorship, and sales agent agreements to be entered into between the Company and the aforesaid entities in relation to the health care business of the Company, and **(b)** authorizing the senior management of the Company to execute the aforesaid agreements, we hereby inform you that the Company has entered into the following agreements (collectively, the "**Transaction Agreements**"):

- i. Distribution Agreement with 3M Healthcare US Opco, LLC and 3M Healthcare LATAM/APAC Export Corporation on March 31, 2024 ("**Distribution Agreement**"); and
- ii. Licensed Manufacturer and Reseller Agreement with Solventum Intellectual Properties Company, 3M Healthcare US Opco, LLC, and 3M Healthcare LATAM/APAC Export Corporation on March 31, 2024 ("**LMRA**"); and
- iii. Sales Agent Agreement with 3M Unitek Corporation on March 31, 2024.

The Transaction Agreements came into effect on March 31, 2024. In this relation, we would wish to inform you of the change of name of 3M Healthcare US Opco, LLC to Solventum US LLC and change in name of 3M Healthcare Intellectual Properties Company to Solventum Intellectual Properties Company. Also, we have attached the previous disclosure on this subject matter hereto as **Annexure 1**.

Separately, the Company hereby wishes to inform that the concerned parties to the Transaction Documents have agreed to amend certain terms of the Transaction Documents, including the Distribution Agreement and the LMRA by executing an amendment agreement ("**2nd Amendment Agreement**"). It is hereby clarified that the concerned parties will execute an amendment to the LMRA within 30 (thirty) calendar days from the date of execution of the 2nd Amendment Agreement. The board of directors of the Company, on October 26, 2026 reviewed and approved the key commercial terms of the proposed amendments to the



2nd Amendment Agreement and has authorized the execution of the relevant 2nd Amendment Agreement and subsequent amendment to LMRA. Pursuant thereto, we would like to disclose the key terms of the 2nd Amendment Agreement, as stipulated in **Annexure 2** to this disclosure. The proposed amendments include, among other matters: : **(i)** removing certain products from the scope of the Distribution Agreement subject to fulfilment of certain conditions agreed to among 3M India, Solventum and Thermo Fisher, following the divestiture by Solventum of the corresponding product portfolio to Thermo Fisher; and **(ii)** extending the term of the Distribution Agreement in respect of the products other than those forming part of the product portfolio divested by Solventum to Thermo Fisher by an additional 2 (two) years. Accordingly, the Distribution Agreement shall, in respect of the continuing products, continue in force for a period of 7 (seven) years from the date of execution of the Distribution Agreement. The material terms of the proposed 2nd Amendment Agreement are set out in detail in **Annexure 2** to this disclosure.

Kindly bring this to the notice of the members of the Stock Exchange.

Thanking you
Yours faithfully

For 3M India Limited

PRATAP RUDRA
BHUVANAGIRI

Digitally signed by PRATAP RUDRA BHUVANAGIRI
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Pratap Rudra Bhuvanagiri
Company Secretary &
Compliance Officer

**3M India Limited**

WeWork Prestige Central
3rd Floor, 36 Infantry Road
Bengaluru 560001, India
Tel: +91 80 22231414
www.3M.com/in

To,

April 1, 2024

1. **BSE Limited**

1st Floor, New Trading Ring, Rotunda Building
P.J. Towers, Dalal Street, Fort
Mumbai – 400001

Scrip Code - 523395

2. **National Stock Exchange of India Limited**

Exchange Plaza, Bandra – Kurla Complex
Bandra (E), Mumbai – 400051

Scrip Code – 3MINDIA

Sub: Disclosure pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Ref: Agreements executed in relation to the health care business.

Pursuant to the Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and in furtherance to the disclosure made to you on November 10, 2023 in respect of the approval granted by the board of directors of 3M India Limited ("**Company**") for (a) entering into the binding term sheet by the Company with 3M Healthcare US Opco, LLC (US), 3M Healthcare LATAM/APAC Export Corporation (US), Solventum Intellectual Properties Company (*formerly known as 3M Healthcare Intellectual Properties Company*) (US) and 3M Unitek Corporation (US), which sets-out the key terms and conditions for the licensed manufacturing, reselling and distributorship, and sales agent agreements to be entered into between the Company and the aforesaid entities in relation to the health care business of the Company, and (b) authorising the senior management of the Company to execute the aforesaid agreements, we hereby inform you that the Company has entered into the following agreements:

- (a) Distribution Agreement with 3M Healthcare US Opco, LLC and 3M Healthcare LATAM/APAC Export Corporation on March 31, 2024.
- (b) Licensed Manufacturer and Reseller Agreement with Solventum Intellectual Properties Company, 3M Healthcare US Opco, LLC, and 3M Healthcare LATAM/APAC Export Corporation on March 31, 2024 and
- (c) Sales Agent Agreement with 3M Unitek Corporation on March 31, 2024.

The above agreements came into effect on March 31, 2024.

Further, it is hereby informed that 3M Healthcare Intellectual Properties Company, being one of the counterparties under the aforesaid term sheet has, after execution of the aforesaid term sheet, changed its name to Solventum Intellectual Properties Company. Also, we have attached the previous disclosure on this subject matter hereto as **Annexure**.

Kindly bring this to the notice of the members of the Stock Exchange.

Thanking you

Yours faithfully

For 3M India Limited

PRATAP RUDRA

BHUVANAGIRI

Digitally signed by PRATAP RUDRA BHUVANAGIRI
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Pratap Rudra Bhuvanagiri

Company Secretary & Compliance Officer

Regd Office: Plot No 48-51

Electronics City, Bangalore 560100

CIN No: L31300KA1987PLC013543



3M India Limited
WeWork Prestige Central
3rd Floor, 36 Infantry Road
Bengaluru 560001, India
Tel: +91 80 22231414
www.3M.com/in

November 10, 2023

To,

1. BSE Limited,
1st Floor, New Trading Ring, Rotunda Building
P.J. Towers, Dalal Street, Fort
Mumbai - 400 001

Scrip Code - 523395

2. National Stock Exchange of India Limited
Exchange Plaza, Bandra – Kurla Complex
Bandra (E), Mumbai – 400 051

Scrip Code – 3MINDIA

Sub: Disclosure pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Ref: Term-sheet to be executed in relation to the health care business

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that the board of directors of 3M India Limited ("**Company**"), in the board meeting held today i.e., on November 10, 2023 discussed and approved the binding term sheet proposed to be executed with 3M Healthcare US Opco, LLC (US), 3M Healthcare LATAM/APAC Export Corporation (US), 3M Healthcare Intellectual Properties Company (US) and 3M Unitek Corporation (US), which sets-out the key terms and conditions for the licensed manufacturing, reselling and distributorship arrangements to be entered into between the aforesaid entities and the Company in relation to the Health Care business of the Company. The aforesaid term sheet was negotiated and finalized pursuant to the approval granted by the board of directors of the Company in their meeting held on May 30, 2023.

Regd Office: Plot No 48-51
Electronics City, Bangalore 560100
CIN No: L31300KA1987PLC013543



The key terms of the term sheet are set-out hereinbelow:

S. No.	Particulars	Details
1.	Name of the counterparties	i. 3M Healthcare US Opco, LLC (US); ii. 3M Healthcare LATAM/APAC Export Corporation (US); iii. 3M Healthcare Intellectual Properties Company (US); and iv. 3M Unitek Corporation (US)
2.	Time period, if any, associated with the agreement	5 years, being the initial term ("Initial Term") under the Licensed Manufacturer and Reseller Agreement and the Distribution Agreement (as listed in point 4 below), and 1 year being the initial term of the Sales Agent Agreement (as listed in point 4 below)
3.	Details of consideration paid/received in agreement	Nil under the term sheet. In respect of the agreements mentioned in point 4 below, (a) Under the Licensed Manufacturer and Reseller Agreement, apart from the purchase of raw materials from the counterparties at the agreed price (with yearly adjustment), the Company has to pay a royalty equal to 4% of the net sales value to 3M Healthcare Intellectual Properties Company (US) and the Company will be entitled to the revenue generated from the sale, subject to the above; (b) Under the Distribution Agreement, apart from the purchase of the specified Health Care products from the counterparties at the agreed price (with yearly adjustment) payable by the Company, the Company will be generating revenues by sale of the aforesaid Health Care products; and (c) Under the Sales Agent Agreement, the Company will be entitled to a commission equal to 12% of the annual sales of 3M Unitek Corporation's products sold in India.
4.	Area of agreement	i. Licensed Manufacturer and Reseller Agreement ii. Distribution Agreement iii. Sales Agent Agreement with all of the above to be executed pursuant to the term sheet.
5.	Domestic/International	Both
6.	Rationale and benefits expected from the proposed arrangement	On July 26th, 2022, 3M Company announced its intent to spin off its Health Care business ("Health Care Business"), resulting in two world-class public companies. 3M Company, USA has ultimate ownership of the intellectual property rights in the Health Care Business. As part of the separation of the Health Care



		Business, such intellectual property rights will be transferred to an affiliate of counterparties. This proposed arrangement will ensure the continuance of the Health Care Business of the Company in the same manner as it is presently operating, with primarily only the counterparties changing on account of the spin-off of the Health Care business (including all intellectual property rights relating thereto) by 3M Company, USA and its subsidiaries to the counterparties.
7.	Scope of business operation of the agreement	The Company shall act as the independent authorized exclusive distributor of specified Health Care Business products and services of the counterparties’- (a) medical solutions division (b) oral care solutions division (c) separation and purification sciences division in India and Nepal (“Territory”); The Company shall be granted an exclusive license by the counterparties for the manufacture and sale of the Health Care Business products in the Territory; and (d) The Company shall act as a commission/sales agent for obtaining orders of oral care products on behalf of 3M Unitek Corporation (US) in India.
8.	Significant terms and conditions of agreement	(a) Exclusivity: The rights under the licensed manufacturing, and reselling and the distribution agreements are granted exclusively for the Company in the Territory, subject to certain terms and conditions; (b) License: The Company is to be granted an exclusive license to manufacture and sell specified Health Care products in the Territory; (c) Lock-in and Automatic renewal: In respect of the Licensed Manufacturing and Reseller Agreement and the Distribution Agreement no party shall be entitled to unilaterally terminate the agreements during the Initial Term except for material breach of terms and conditions by any party. The agreements shall automatically renew for a one-year term on expiry of the Initial Term, unless terminated by the parties; (d) Option to acquire: At any time, the counterparties shall have the option to acquire the Company’s Health Care Business on mutually agreeable terms. (e) The transactions / agreements contemplated under the term sheet are conditional and subject to customary conditions and receipt of internal approvals and regulatory approvals as may be required to be obtained by the concerned parties.



9.	Whether the promoter/promoter group/group companies have any interest in that entity to whom the order(s)/contract(s) is awarded? If Yes, nature of interest and details thereof	Yes, currently the counterparties are direct or indirect wholly-owned subsidiaries of 3M Company, USA (being the promoter of the Company). Upon completion of the spin-off of 3M's Health Care Business, 3M Company, USA will hold an interest in 3M Health Care Company (which will then be the ultimate parent company of the counterparties) of not more than 19.9%.
10.	Whether the same would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes

Kindly bring this to the notice of the members of the Stock Exchange.

Thanking you,

For 3M India Limited,

**PRATAP RUDRA
BHUVANAGIRI**

Digitally signed by PRATAP
RUDRA BHUVANAGIRI
Date: 2023.11.10 13:41:34
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Pratap Rudra Bhuvanagiri

Company Secretary & Compliance Officer



Annexure 2

Key terms of the 2nd Amendment Agreement are set out herein below:

Subject	Key Terms
Background and purpose	The parties to the Distribution Agreement desire to remove certain products forming part of the product portfolio divested by Solventum to Thermo Fisher from the scope of Solventum's exclusivity commitment to the Company, and accordingly the definition of TF Divested Products (<i>as detailed below</i>) has been added. The parties to the Distribution Agreement and LMRA desire to extend the term of the aforesaid agreements for the products other than those forming part of the product portfolio divested by Solventum to Thermo Fisher for an additional 2 (two) years.
New definition: "TF Divested Products"	The definition of the TF Divested Products is added and shall mean the products listed in Exhibit A of the 2nd Amendment Agreement, and which will be removed from the scope of the Distribution Agreement pursuant to the divestiture of the relevant product portfolio by Solventum to Thermo Fisher.
Termination for TF Divested Products and transition	All rights, obligations, pricing, supply commitments, exclusivity and other provisions of the Distribution Agreement applicable to the TF Divested Products shall cease to apply on closing, subject to fulfilment of certain conditions agreed amongst the parties. In any event, the removal of the TF Divested Products from the Distribution Agreement will become effective only upon satisfaction of such conditions. If such conditions are not satisfied, the TF Divested Products will continue to remain subject to the Distribution Agreement. The contracting parties will enter into a tripartite agreement with Thermo Fisher to record the terms of the transition pertaining to the TF Divested Products, in the 2nd Amendment Agreement.
Compensation from Thermo Fisher	The parties have agreed to terminate certain rights and obligations relating to TF Divested Products as stated herein, and transfer of eligible unsold inventory at closing, and in consideration thereof, the Company will receive a one-time compensation of US\$13 million from Thermo Fisher Scientific Inc. (and/or any of its affiliate, nominated for purposes) under a separate tripartite agreement, as stated above. This payment is separate from other amounts payable under the Distribution Agreement.
Future Product divestiture compensation	For any future product divestiture by Solventum, the Company will be entitled to compensation equal to 100% of the net sales of the divested products during the immediately preceding 12 month period for divestitures completed on or before March 31, 2029. For divestitures completed after March 31, 2029 and on or before March 31, 2031, the compensation will be reduced to 60% of the net sales of the divested products during the immediately preceding 12 month period. No compensation will be payable for divestitures completed after March 31, 2031.