
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D. C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

April 28, 2017

Date of Report (Date of earliest event reported)

ABBOTT LABORATORIES

(Exact name of registrant as specified in charter)

Illinois

(State or other Jurisdiction
of Incorporation)

1-2189

(Commission File Number)

36-0698440

(IRS Employer
Identification No.)

100 Abbott Park Road

Abbott Park, Illinois 60064-6400

(Address of principal executive offices)(Zip Code)

Registrant's telephone number, including area code: **(224) 667-6100**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 28, 2017, Abbott Laboratories' ("Abbott") shareholders approved the adoption of the Abbott Laboratories 2017 Incentive Stock Program (the "2017 Program") at the Annual Meeting of Shareholders. The 2017 Program was adopted by Abbott's Board of Directors on February 17, 2017, subject to shareholder approval at the Annual Meeting. The 2017 Program replaces the Abbott Laboratories 2009 Incentive Stock Program, as amended and restated (the "2009 Program"), under which Abbott makes all of its equity-related incentive compensation awards.

The 2017 Program, which is administered by the Compensation Committee of Abbott's Board of Directors, permits Abbott to grant nonqualified stock options, restricted stock awards, restricted stock units, performance awards, other share-based awards (including stock appreciation rights, dividend equivalents and recognition awards), awards to non-employee directors, and awards to employees of Abbott and its subsidiaries who reside in foreign jurisdictions. Subject to adjustment in the event of changes in capitalization, the maximum number of Abbott common shares that may be issued under the 2017 Program is 170,000,000, plus shares subject to awards previously granted under the 2009 Program that are not issued due to forfeiture, expiration,

cancellation, or cash settlement and shares withheld to satisfy tax withholding obligations under outstanding 2009 Program full value awards. The 2017 Program has a term of ten years.

For a more detailed description of the 2017 Program, see pages 66 through 73 of Abbott's Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on March 17, 2017. The foregoing descriptions are qualified in their entirety by the full text of the 2017 Program, which was included as Exhibit B to the proxy statement and is incorporated by reference into this Current Report on Form 8-K as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits

See Exhibit Index on pages 4 and 5 of this Form 8-K, which is incorporated herein by reference.

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ABBOTT LABORATORIES

Date: April 28, 2017

By: /s/ Brian B. Yoor

Brian B. Yoor
Executive Vice President, Finance
and Chief Financial Officer

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EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Abbott Laboratories 2017 Incentive Stock Program (incorporated by reference to Exhibit B of Abbott's Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on March 17, 2017).
10.2	Form of Restricted Stock Unit Agreement (ratably vested) under the Abbott Laboratories 2017 Incentive Stock Program.
10.3	Form of Restricted Stock Unit Agreement for foreign employees (ratably vested) under the Abbott Laboratories 2017 Incentive Stock Program.
10.4	Form of Restricted Stock Unit Agreement (cliff vested) under the Abbott Laboratories 2017 Incentive Stock Program.
10.5	Form of Restricted Stock Unit Agreement for foreign employees (cliff vested) under the Abbott Laboratories 2017 Incentive Stock Program.
10.6	Form of Performance Restricted Stock Unit Agreement for foreign employees (annual performance based) under the Abbott Laboratories 2017 Incentive Stock Program.
10.7	Form of Performance Restricted Stock Unit Agreement for foreign employees (interim performance based) under the Abbott Laboratories 2017 Incentive Stock Program.
10.8	Form of Restricted Stock Agreement (ratably vested) under the Abbott Laboratories 2017 Incentive Stock Program.
10.9	Form of Restricted Stock Agreement (cliff vested) under the Abbott Laboratories 2017 Incentive Stock Program.
10.10	Form of Performance Restricted Stock Agreement (annual performance based) under the Abbott Laboratories 2017 Incentive Stock Program.
10.11	Form of Performance Restricted Stock Agreement (interim performance based) under the Abbott Laboratories 2017 Incentive Stock Program.
10.12	Form of Non-Qualified Stock Option Agreement under the Abbott Laboratories 2017 Incentive Stock Program.
10.13	Form of Non-Qualified Stock Option Agreement for foreign employees under the Abbott Laboratories 2017 Incentive Stock Program.
10.14	Form of Restricted Stock Unit Agreement for executive officers (cliff vested) under the Abbott Laboratories 2017 Incentive Stock Program.
10.15	Form of Restricted Stock Unit Agreement for foreign executive officers (cliff vested) under the Abbott Laboratories 2017 Incentive Stock Program.

10.16	Form of Performance Restricted Stock Unit Agreement for foreign executive officers (annual performance based) under the Abbott Laboratories 2017 Incentive Stock Program.
10.17	Form of Performance Restricted Stock Unit Agreement for foreign executive officers (interim performance based) under the Abbott Laboratories 2017 Incentive Stock Program.

10.18	Form of Restricted Stock Agreement for executive officers (ratably vested) under the Abbott Laboratories 2017 Incentive Stock Program.
10.19	Form of Restricted Stock Agreement for executive officers (cliff vested) under the Abbott Laboratories 2017 Incentive Stock Program.
10.20	Form of Performance Restricted Stock Agreement for executive officers (annual performance based) under the Abbott Laboratories 2017 Incentive Stock Program.
10.21	Form of Performance Restricted Stock Agreement for executive officers (interim performance based) under the Abbott Laboratories 2017 Incentive Stock Program.
10.22	Form of Non-Qualified Stock Option Agreement for executive officers under the Abbott Laboratories 2017 Incentive Stock Program.
10.23	Form of Non-Qualified Stock Option Agreement for foreign executive officers under the Abbott Laboratories 2017 Incentive Stock Program.
10.24	Form of Non-Employee Director Restricted Stock Unit Agreement under the Abbott Laboratories 2017 Incentive Stock Program.
10.25	Form of Non-Employee Director Restricted Stock Unit Agreement for foreign non-employee directors under the Abbott Laboratories 2017 Incentive Stock Program.
10.26	Form of Non-Employee Director Non-Qualified Stock Option Agreement under the Abbott Laboratories 2017 Incentive Stock Program.
10.27	Form of Non-Employee Director Non-Qualified Stock Option Agreement for foreign non-employee directors under the Abbott Laboratories 2017 Incentive Stock Program.

**ABBOTT LABORATORIES
RESTRICTED STOCK UNIT AGREEMENT**

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) a Restricted Stock Unit Award (the “Award”) of «**NoShares12345**» restricted stock units (the “Units”) representing the right to receive an equal number of Shares on specified Delivery Dates.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Unit Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any

 activity, employment or business which is competitive with the Company or any of its Subsidiaries.
 - (c) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (d) *Controlled Group:*
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414(b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. (“TAP”) joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
 - (e) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (f) *Disability:* As of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of at least six (6) months under (i) the terms of the Abbott Laboratories Long-Term Disability Plan (formerly known as the Extended Disability Plan) (the “LTD Plan”), or (ii) if the Employee’s employer does not participate in the LTD Plan, such similar accident and health plan providing replacement benefits in which the Employee’s employer participates.
 - (g) *Employee Agreement:* The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
 - (h) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (i) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.

(j) *Retirement:*

- (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:

- age 50 with 10 years of service;

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- age 65 with at least three (3) years of service; or

- age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.

- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:

- age 55 with 10 years of service; or
- age 65 with at least three (3) years of service.

- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:

- age 55 with 10 years of service; or
- age 65 with at least three (3) years of service.

- (iv) For purposes of calculating service under this Section 1(j), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.

- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.

- (k) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries.

2. **Delivery Dates and Shareholder Rights.** The Delivery Dates for Shares underlying the Units are the respective dates on which the Shares are payable to the Employee pursuant to Section 4 below. Prior to the Delivery Date(s):

- (a) the Employee shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
- (b) the Employee shall not be permitted to vote the Shares underlying the Units; and
- (c) the Employee's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

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The Employee shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the "Dividend Equivalents") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after the date the Employee has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Employee is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Employee shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 5 and 6 below. The Units are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the "Restrictions") until the Units are settled.

4. **Lapse of Restrictions.** Subject to Sections 5 and 6 below:

- (a) **During Employment.** While the Employee is employed with the Company or its Subsidiaries, the Restrictions on one-third of the Units will lapse on each of the first three (3) anniversaries of the Grant Date (each, a "Delivery Date") until, on the third anniversary of the Grant Date, 100% of the Units are no longer subject to the Restrictions. Units for which Restrictions have lapsed shall be settled in the form of Shares on the Delivery Date(s). Unless indicated otherwise, Shares shall be delivered in an equal number (subject to rounding) as of each Delivery Date.

- (b) **Retirement.** If the Employee's Termination occurs due to Retirement, then any Units not previously settled shall be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Retirement as if the Employee had remained employed on such dates.
 - (c) **Death.** The Restrictions shall lapse on the date of the Employee's Termination due to death, and any Units not previously settled on a Delivery Date shall be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as administratively possible after, and effective as of, the date of death.
 - (d) **Disability.** The Restrictions shall lapse on the date of the Employee's Disability, and any Units not previously settled on a Delivery Date shall be settled in the form of Shares as soon as administratively possible after, and effective as of, the date of Disability.
5. **Effect of Certain Bad Acts.** Any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the

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Employee experiences a Termination or remains employed with the Company or a Subsidiary.

6. **Forfeiture of Units.** In the event of the Employee's Termination for any reason other than Retirement, death or Disability, any Units with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause, the Company may, in its sole discretion, cause Restrictions on some or all of the Units not previously settled on a Delivery Date to lapse and be settled in the form of Shares on the Delivery Dates set forth in subsection 4(a) above as if the Employee had remained employed on such dates.
7. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
- (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Units back to the Company;
 - (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
 - (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
 - (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;

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- (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
9. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.
10. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan, investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.
11. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
- (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing

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purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.

- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
- (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

12. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
13. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
14. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.

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15. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program and/or accommodate the Employee's relocation.
16. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a

manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including Retirement) shall instead be paid on the first business day after the date that is six (6) months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (i) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (ii) the term "as soon as administratively possible" means a period of time that is within 60 days after the Termination due to death or Disability (as applicable); and (iii) the date of the Employee's Disability shall be determined by the Company in its sole discretion.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and

upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.

18. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By _____
Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
RESTRICTED STOCK UNIT AGREEMENT**

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) a Restricted Stock Unit Award (the “Award”) of «**NoShares12345**» restricted stock units (the “Units”) representing the right to receive an equal number of Shares on specified Delivery Dates.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Unit Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s employment contract, if any;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any
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- activity, employment or business which is competitive with the Company or any of its Subsidiaries.
- (c) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (d) *Controlled Group:*
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. (“TAP”) joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
 - (e) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (f) *Disability:* As of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of at least six (6) months under (i) the terms of the Abbott Laboratories Long-Term Disability Plan (formerly known as the Extended Disability Plan) (the “LTD Plan”), or (ii) if the Employee’s employer does not participate in the LTD Plan, such similar accident and health plan providing replacement benefits in which the Employee’s employer participates.
 - (g) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (h) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (i) *Retirement:*

- (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:

- age 50 with 10 years of service;
- age 65 with at least three (3) years of service; or

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- age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.

- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:

- age 55 with 10 years of service; or
- age 65 with at least three (3) years of service.

- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:

- age 55 with 10 years of service; or
- age 65 with at least three (3) years of service.

- (iv) For purposes of calculating service under this Section 1(i), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.

- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.

- (j) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries. Any Termination shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary, and employment shall not be extended by any statutory or common law notice of termination period.

2. **Delivery Dates and Shareholder Rights.** The Delivery Dates for Shares underlying the Units are the respective dates on which the Shares are payable to the Employee pursuant to Section 4 below. Prior to the Delivery Date(s):

- (a) the Employee shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
- (b) the Employee shall not be permitted to vote the Shares underlying the Units; and

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- (c) the Employee's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, the Employee shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the "Dividend Equivalents") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after the date the Employee has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Employee is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Employee shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 5 and 6 below. The Units are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the "Restrictions") until the Units are settled.

4. **Lapse of Restrictions.** Subject to Sections 5 and 6 below:

- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries, the Restrictions on one-third of the Units will lapse on each of the first three (3) anniversaries of the Grant Date (each, a "Delivery Date") until, on the third anniversary of the Grant Date, 100% of the Units are no longer subject to the Restrictions. Units for which Restrictions have lapsed shall be settled in the form of Shares on the Delivery Date(s). Unless indicated otherwise, Shares shall be delivered in an equal number (subject to rounding) as of each Delivery Date.

- (b) *Retirement.* If the Employee's Termination occurs due to Retirement, then any Units not previously settled shall be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Retirement as if the Employee had remained employed on such dates.
- (c) *Death.* The Restrictions shall lapse on the date of the Employee's Termination due to death, and any Units not previously settled on a Delivery Date shall be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as administratively possible after, and effective as of, the date of death.
- (d) *Disability.* The Restrictions shall lapse on the date of the Employee's Disability, and any Units not previously settled on a Delivery Date shall be settled in the form of Shares as soon as administratively possible after, and effective as of, the date of Disability.

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- 5. **Effect of Certain Bad Acts.** Any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.
- 6. **Forfeiture of Units.** In the event of the Employee's Termination for any reason other than Retirement, death or Disability, any Units with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause, the Company may, in its sole discretion, cause Restrictions on some or all of the Units not previously settled on a Delivery Date to lapse and be settled in the form of Shares on the Delivery Dates set forth in subsection 4(a) above as if the Employee had remained employed on such dates. In accepting this Award, the Employee acknowledges that in the event of Termination (whether or not in breach of local labor laws), the Employee's right to vest in the Units, if any, will terminate effective as of the date that the Employee is no longer actively employed and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law) and that the Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of this Award.
- 7. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
 - (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Units back to the Company;
 - (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
 - (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
 - (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

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If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

- 8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
 - (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
- 9. **Nature of Grant.** In accepting this grant of Units, the Employee acknowledges that:
 - (a) The Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
 - (b) This Award is a one-time benefit and does not create any contractual or other right to receive future grants of Units, benefits in lieu of Units, or other Program Benefits in the future, even if Units have been granted repeatedly in the past;

- (c) All decisions with respect to future Unit grants, if any, and their terms and conditions, will be made by the Committee, in its sole discretion;
- (d) Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
- (e) The Employee is voluntarily participating in the Program;
- (f) The Units and Shares subject to the Units are:
 - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
 - (ii) not intended to replace any pension rights or compensation;
 - (iii) not part of the Employee's normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or its Subsidiaries;

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- (g) The future value of the Shares underlying the Units is unknown and cannot be predicted with certainty;
- (h) In consideration of the Award, no claim or entitlement to compensation or damages shall arise from the Units resulting from Termination (for any reason whatsoever) and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
- (i) The Units and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
- (j) Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Units, the amount realized upon settlement of the Units or the amount realized upon a subsequent sale of any Shares acquired upon settlement of the Units, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

10. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and

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identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.

- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.

- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 11. **Form of Payment.** The Company may, in its sole discretion, settle the Employee's Units in the form of a cash payment to the extent settlement in Shares: (i) is prohibited under local law; (ii) would require the Employee, the Company and/or its Subsidiaries to obtain the approval of any governmental and/or regulatory body in the Employee's country; (iii) would result in adverse tax consequences for the Employee or the Company; or (iv) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Employee's Units in the form of Shares but require the Employee to sell such Shares immediately or within a specified period of time following the Employee's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Employee's behalf).
- 12. **Private Placement.** The grant of this Unit is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this grant of Units is not subject to the supervision of the local securities authorities.
- 13. **Exchange Controls.** As a condition to this grant of Units, the Employee agrees to comply with any applicable foreign exchange rules and regulations.

14. **Compliance with Applicable Laws and Regulations.**

- (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
- (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, lapse of Restrictions or settlement of the Units, the issuance of Shares upon payment of the Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any Dividend Equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Employee has become subject to tax in more than one (1) jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction.

- 15. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including Retirement) shall instead be paid on the first business day after the date that is six (6) months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (i) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

16. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Units and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
18. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
19. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

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20. **Addendum.** This grant of Units shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Employee's country. Moreover, if the Employee relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's relocation). The Addendum constitutes part of this Agreement.
 21. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
 22. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
 23. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
 24. **Language.** If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
 25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

ADDENDUM TO THE ABBOTT LABORATORIES RESTRICTED STOCK UNIT AGREEMENT

In addition to the terms and conditions set forth in the Agreement, the Award is subject to the following terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Program. If the Employee is employed in a country identified in the Addendum, the additional terms and conditions for such country shall apply. If the Employee transfers residence and/or employment to a country identified in the Addendum, the additional terms and conditions for such country shall apply to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable to comply with local law or to facilitate administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's transfer).

ALGERIA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

AUSTRALIA

1. **Breach of Law.** Notwithstanding anything to the contrary in the Agreement or the Program, the Employee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Program if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits.

2. **Australian Offer Document.** In addition to the Agreement and the Program, the Employee must review the Australian Offer Document and the Australian Addendum to the Program for additional important information pertaining to the Award. Both of these documents can be accessed via the UBS website at www.ubs.com/onesource/abt. By accepting the Award, the Employee acknowledges and confirms that the Employee has reviewed these documents.

BRAZIL

Labor Law Acknowledgment. The Employee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Program are the result of commercial transactions unrelated to the Employee's employment; (ii) the Agreement and the Program are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the Units, if any, is not part of the Employee's remuneration from employment.

CANADA

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous***

documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

CHILE

Private Placement. The following provision shall replace Section 12 of the Agreement:

The grant of the Units hereunder is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) The starting date of the offer will be the Grant Date (as defined in the Agreement), and this offer conforms to General Ruling no. 336 of the Chilean Superintendence of Securities and Insurance;
 - b) The offer deals with securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Superintendence of Securities and Insurance, and therefore such securities are not subject to its oversight;
 - c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Superintendence of Securities and Insurance; and
 - d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.
- a) *La fecha de inicio de la oferta será el de la fecha de otorgamiento (o "Grant Date", según este término se define en el documento denominado "Agreement") y esta oferta se acoge a la norma de Carácter General n° 336 de la Superintendencia de Valores y Seguros Chilena;*
 - b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Superintendencia de Valores y Seguros Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
 - c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*

- d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*

CHINA

Foreign Exchange Control Laws. The following provisions shall govern the Employee's participation in the Program if the Employee is a national of the People's Republic of China ("China") resident in mainland China, or if determined to be necessary or appropriate by the Company in its sole discretion:

The Employee agrees to hold the Shares received upon settlement of the Units with the Company's designated broker. Upon a Termination, the Employee shall be required to sell all Shares issued pursuant to the Units within 90 days (or such shorter period as may be required by the State Administration of Foreign Exchange) of the Termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the Shares (including procedures whereby the Company may issue sell instructions on behalf of the Employee), and the Employee hereby agrees to comply with such procedures

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and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China.

The Employee understands and agrees that the repatriation of sales proceeds may need to be effected through a special exchange control account established by the Company or its Subsidiaries, and the Employee hereby consents and agrees that sales proceeds from the sale of Shares acquired under the Program may be transferred to such account by the Company on the Employee's behalf prior to being delivered to the Employee. The sales proceeds may be paid to the Employee in U.S. dollars or local currency at the Company's discretion. If the sales proceeds are paid to the Employee in U.S. dollars, the Employee understands that the Employee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the sales proceeds are paid to the Employee in local currency, the Employee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and proceeds to local currency due to exchange control restrictions. The Employee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Employee. The Employee further agrees to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future in order to facilitate compliance with exchange control requirements in China. The Employee agrees to be subject to these restrictions even after Termination.

Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses the Employee may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company's operation and enforcement of the Program, the Agreement and the Units in accordance with Chinese law including, without limitation, any applicable State Administration of Foreign Exchange rules, regulations and requirements.

CROATIA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

DENMARK

Treatment of Units upon Termination. Notwithstanding any provisions in the Agreement to the contrary, if the Employee is determined to be an "Employee," as defined in section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the "Stock Option Act"), the treatment of the Units upon a Termination shall be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Program governing the treatment of the Units upon a Termination are more favorable, the provisions of the Agreement or the Program will govern.

FINLAND

Withholding of Tax-Related Items. Notwithstanding Section 7 of the Agreement, if the Employee is a local national of Finland, any Tax-Related Items shall be withheld only in cash from the Employee's regular salary/wages or other amounts payable to the Employee in cash, or such other withholding methods as may be permitted under the Program and allowed under local law.

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FRANCE

1. **Nature of the Award.** The Units are not granted under the French specific regime provided by Articles L225-197-1 and seq. of the French commercial code.

2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.*

HONG KONG

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. Lapse of Restrictions. If, for any reason, Shares are issued to the Employee within six (6) months of the Grant Date, the Employee agrees that he or she will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

3. IMPORTANT NOTICE. WARNING: The contents of the Agreement, the Addendum, the Program, and all other materials pertaining to the Units and/or the Program have not been reviewed by any regulatory authority in Hong Kong. The Employee is hereby advised to exercise caution in relation to the offer thereunder. If the Employee has any doubts about any of the contents of the aforesaid materials, the Employee should obtain independent professional advice.

4. Wages. The Units and Shares subject to the Units do not form part of the Employee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

5. Nature of the Program. The Company specifically intends that the Program will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO"). To the extent any court, tribunal or legal/regulatory body in Hong Kong determines that the Program constitutes an occupational retirement scheme for the purposes of ORSO, the grant of the Units shall be null and void.

INDIA

Repatriation Requirements. As a condition of this Award, the Employee agrees to repatriate all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

ISRAEL

Indemnification for Tax Liabilities. As a condition of the grant of Units, the Employee expressly consents and agrees to indemnify the Company and/or its Subsidiaries and hold them harmless from any and all liability attributable to taxes, interest or penalties thereon, including without limitation, liabilities relating to the necessity to withhold any taxes.

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MEXICO

1. Commercial Relationship. The Employee expressly acknowledges that the Employee's participation in the Program and the Company's grant of the Award does not constitute an employment relationship between the Employee and the Company. The Employee has been granted the Award as a consequence of the commercial relationship between the Company and the Company's Subsidiary in Mexico that employs the Employee, and the Company's Subsidiary in Mexico is the Employee's sole employer. Based on the foregoing: (a) the Employee expressly acknowledges that the Program and the benefits derived from participation in the Program do not establish any rights between the Employee and the Subsidiary in Mexico that employs the Employee; (b) the Program and the benefits derived from participation in the Program are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Employee; and (c) any modifications or amendments of the Program or benefits granted thereunder by the Company, or a termination of the Program by the Company, shall not constitute a change or impairment of the terms and conditions of the Employee's employment with the Subsidiary in Mexico.

2. Extraordinary Item of Compensation. The Employee expressly recognizes and acknowledges that the Employee's participation in the Program is a result of the discretionary and unilateral decision of the Company, as well as the Employee's free and voluntary decision to participate in the Program in accord with the terms and conditions of the Program, the Employee's Agreement and this Addendum. As such, the Employee acknowledges and agrees that the Company may, in its sole discretion, amend and/or discontinue the Employee's participation in the Program at any time and without any liability. The value of the Units is an extraordinary item of compensation outside the scope of the Employee's employment contract, if any. The Units are not part of the Employee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Employee.

NETHERLANDS

Waiver of Termination Rights. The Employee waives any and all rights to compensation or damages as a result of a Termination, insofar as those rights result or may result from: (a) the loss or diminution in value of such rights or entitlements under the Program; or (b) the Employee ceasing to have rights, or ceasing to be entitled to any Awards under the Program as a result of such Termination.

NEW ZEALAND

Securities Law Notice.

Warning

This is an offer of Units which, upon vesting and settlement in accordance with the terms of the Program and the Agreement, will be converted into Shares. Shares give you a stake in the ownership of Abbott Laboratories. You may receive a return if dividends are paid.

If Abbott Laboratories runs into financial difficulties and is wound up, you will be paid only after all creditors and holders of preference shares have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the vesting and settlement of the Units, you will not have any rights of ownership (e.g., voting rights) with respect to the underlying Shares.

No interest in any Units may be transferred (legally or beneficially), assigned, mortgaged, charged or encumbered.

The Shares are quoted on the New York Stock Exchange. This means that if you acquire Shares under the Plan, you may be able to sell them on the New York Stock Exchange if there are interested buyers. You may get less than you invested. The price will depend on the demand for the Shares.

You also are hereby notified that the documents listed below are available for review on sites at the web addresses listed below:

1. Abbott Laboratories' most recent Annual Report (Form 10-K): <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
2. Abbott Laboratories' most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements: <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
3. The Abbott Laboratories 2017 Incentive Stock Program: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.
4. Abbott Laboratories 2017 Incentive Stock Program Prospectus: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.

A copy of the above documents will be sent to you free of charge on written request being mailed to: Senior Manager, Equity Programs, Abbott Laboratories, D058G, AP6B-2, Abbott Park, IL 60064, USA.

PAKISTAN

1. **Repatriation Requirements.** As a condition of this Award, the Employee agrees to repatriate all Dividend Equivalents and all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

2. **Exchange Control Obligations.** To the extent applicable, the Employee is required to comply with certain consent and reporting requirements to the State Bank of Pakistan (Pakistan's central bank) under the exchange control laws of Pakistan. As the exchange control regulations can change frequently and at times, without notice, the Employee should consult his or her legal advisor prior to acquiring or selling Shares under the Program to ensure compliance with current regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

PHILIPPINES

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

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ROMANIA

1. **Termination.** A Termination shall include the situation where the Employee's employment contract is terminated by operation of law on the date the Employee reaches the standard retirement age and has completed the minimum contribution record for receipt of state retirement pension or the relevant authorities award the Employee an early-retirement pension of any type.

2. **English Language.** The Employee hereby expressly agrees that this Agreement, the Program as well as all documents, notices and proceedings entered into, relating directly or indirectly hereto, be drawn up or communicated only in the English language. *Angajatul consimte în mod expres prin prezentul ca acest Contract, Programul precum și orice alte documente, notificări, înștiințări legate direct sau indirect de acest Contract să fie redactate sau efectuate doar în limba engleză.*

RUSSIA

1. **Sale or Transfer of Shares.** Notwithstanding anything to the contrary in the Program or the Agreement, the Employee shall not be permitted to sell or otherwise dispose of the Shares acquired pursuant to the Award in Russia. The Employee may sell the Shares only through a broker established and operating outside Russia.

2. **Cash Payments to a Russian Bank Account.** The Employee agrees to promptly repatriate proceeds resulting from the sale of Shares acquired under the Program to a foreign currency account at an authorized bank in Russia if legally required at the time Shares are sold and to comply with all applicable local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

SINGAPORE

Qualifying Person Exemption. The grant of the Award under the Program is being made pursuant to the "Qualifying Person" exemption under section 273(1) (f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (the "SFA"). The Program has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly,

statutory liability under the SFA in relation to the content of prospectuses would not apply. The Employee should note that, as a result, the Award is subject to section 257 of the SFA and the Employee will not be able to make: (a) any subsequent sale of the Shares underlying the Award in Singapore; or (b) any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

SOUTH AFRICA

1. Withholding Taxes. The following provision supplements Section 7 of the Agreement:

By accepting the Award, the Employee agrees to notify the Company's local affiliate in South Africa that employs the Employee (the "Employer") of the amount of any gain realized upon vesting of the Units. If the Employee fails to advise the Employer of the gain realized upon vesting of the Units, the Employee may be liable for a fine. The Employee will be responsible for paying any difference between the actual tax liability and the amount withheld.

2. Exchange Control Obligations. The Employee is solely responsible for complying with applicable exchange control regulations and rulings (the "Exchange Control Regulations") in South

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Africa. As the Exchange Control Regulations change frequently and without notice, the Employee should consult the Employee's legal advisor prior to the acquisition or sale of Shares under the Program to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

3. Securities Law Information and Deemed Acceptance of Units. Neither the Units nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 (the "Companies Act") and is not subject to the supervision of any South African governmental authority.

Pursuant to Section 96(1)(g)(ii) of the Companies Act, the Units offer must be finalized within six (6) months following the date the offer is communicated to you. If you do not want to accept the Units, you are required to decline the Units no later than the six (6) months following the date the offer is communicated to you. If you do not reject the Units within six (6) months following the date the offer is communicated to you, you will be deemed to accept the Units.

SPAIN

1. Acknowledgement of Discretionary Nature of the Program; No Vested Rights

By accepting the Award, the Employee consents to participation in the Program and acknowledges receipt of a copy of the Program.

The Employee understands that the Company has unilaterally, gratuitously and in its sole discretion granted Units under the Program to individuals who may be employees of the Company or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, the Employee understands that the Units are granted on the assumption and condition that the Units and the Shares acquired upon settlement of the Units shall not become a part of any employment contract (either with the Company or any of its Subsidiaries) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Employee understands that this grant would not be made to the Employee but for the assumptions and conditions referenced above; thus, the Employee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason the Award shall be null and void.

The Employee understands and agrees that, as a condition of the Award, unless otherwise provided in Section 4 of the Agreement, any unvested Units as of the date the Employee ceases active employment will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of Termination. The Employee acknowledges that the Employee has read and specifically accepts the conditions referred to in the Agreement regarding the impact of a Termination on the Units.

2. Termination for Cause. Notwithstanding anything to the contrary in the Program or the Agreement, "Cause" shall be as defined as set forth in the Agreement, regardless of whether the Termination is considered a fair termination (i.e., "despido procedente") under Spanish legislation.

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SRI LANKA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UKRAINE

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UNITED KINGDOM

1. Withholding Taxes. The following provision supplements Section 7 of the Agreement.

If payment or withholding of the income tax due in connection with the Award is not made within 90 days after the end of the U.K. tax year in which the event giving rise to the income tax liability occurred or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act

2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Employee to the Subsidiary in the United Kingdom that employs the Employee (the “Employer”), effective as of the Due Date. The Employee agrees that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue & Customs (“HMRC”), it shall be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in Section 7 of the Agreement. Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she shall not be eligible for a loan from the Company to cover the income tax liability. In the event that the Employee is a director or executive officer and the income tax is not collected from or paid by him or her by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Employee on which additional income tax and national insurance contributions (“NICs”) will be payable. The Employee will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime, and for reimbursing the Company or the Employer (as applicable) the value of any employee NICs due on this additional benefit.

2. Exclusion of Claim. The Employee acknowledges and agrees that the Employee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Employee’s ceasing to have rights under or to be entitled to the Units, whether or not as a result of Termination (whether the Termination is in breach of contract or otherwise), or from the loss or diminution in value of the Units. Upon the grant of the Award, the Employee shall be deemed to have waived irrevocably any such entitlement.

UZBEKISTAN

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

VIETNAM

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

**ABBOTT LABORATORIES
RESTRICTED STOCK UNIT AGREEMENT**

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) a Restricted Stock Unit Award (the “Award”) of «**NoShares12345**» restricted stock units (the “Units”) representing the right to receive an equal number of Shares on a specified Delivery Date.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Unit Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any

 activity, employment or business which is competitive with the Company or any of its Subsidiaries.
 - (c) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (d) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (e) *Disability:* As of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of at least six (6) months under (i) the terms of the Abbott Laboratories Long-Term Disability Plan (formerly known as the Extended Disability Plan) (the “LTD Plan”), or (ii) if the Employee’s employer does not participate in the LTD Plan, such similar accident and health plan providing replacement benefits in which the Employee’s employer participates.
 - (f) *Employee Agreement:* The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
 - (g) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (h) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (i) *Termination:* A severance of employment for any reason (including retirement) from the Company and all Subsidiaries.
2. **Delivery Date and Shareholder Rights.** The Delivery Date for Shares underlying the Units is the date on which the Shares are payable to the Employee pursuant to Section 4 below. Prior to the Delivery Date:
 - (a) the Employee shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
 - (b) the Employee shall not be permitted to vote the Shares underlying the Units; and

- (c) the Employee's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

The Employee shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the "Dividend Equivalents") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after the date the Employee has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Employee is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Employee shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 5 and 6 below. The Units are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the "Restrictions") until the Units are settled.
4. **Lapse of Restrictions.** Subject to Sections 5 and 6 below:
- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries, the Restrictions on 100% of the Units will lapse on the third anniversary of the Grant Date (the "Delivery Date"). Units for which Restrictions have lapsed shall be settled in the form of Shares on the Delivery Date.
 - (b) *Death.* The Restrictions shall lapse on the date of the Employee's Termination due to death, and the Units shall be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as administratively possible after, and effective as of, the date of death.
 - (c) *Disability.* The Restrictions shall lapse on the date of the Employee's Disability, and the Units shall be settled in the form of Shares as soon as administratively possible after, and effective as of, the date of Disability.
5. **Effect of Certain Bad Acts.** Any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.

6. **Forfeiture of Units.** In the event of the Employee's Termination for any reason other than death or Disability, any Units with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause, the Company may, in its sole discretion, cause Restrictions on some or all of the Units not previously settled on a Delivery Date to lapse and be settled in the form of Shares on the Delivery Date set forth in subsection 4(a) above as if the Employee had remained employed on such date.
7. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
- (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Units back to the Company;
 - (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
 - (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
 - (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;

- (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
9. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.
10. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan, investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.
11. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
 - (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according

to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.

- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

12. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
13. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any

provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.

14. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
15. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program, and/or accommodate the Employee's relocation.
16. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including retirement) shall instead be paid on the first business day after the date that is six (6) months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (i) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (ii) the term "as soon as administratively possible" means a period of time that is within 60 days after the Termination due to death or Disability (as applicable); and (iii) the date of the Employee's Disability shall be determined by the Company in its sole discretion.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
18. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By _____
Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
RESTRICTED STOCK UNIT AGREEMENT**

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) a Restricted Stock Unit Award (the “Award”) of «**NoShares12345**» restricted stock units (the “Units”) representing the right to receive an equal number of Shares on a specified Delivery Date.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Unit Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s employment contract, if any;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company or any of its Subsidiaries.
-
- (c) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (d) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (e) *Disability:* As of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of at least six (6) months under (i) the terms of the Abbott Laboratories Long-Term Disability Plan (formerly known as the Extended Disability Plan) (the “LTD Plan”), or (ii) if the Employee’s employer does not participate in the LTD Plan, such similar accident and health plan providing replacement benefits in which the Employee’s employer participates.
 - (f) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (g) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (h) *Termination:* A severance of employment for any reason (including retirement) from the Company and all Subsidiaries. Any Termination shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary, and employment shall not be extended by any statutory or common law notice of termination period.
 2. **Delivery Date and Shareholder Rights.** The Delivery Date for Shares underlying the Units is the date on which the Shares are payable to the Employee pursuant to Section 4 below. Prior to the Delivery Date:
 - (a) the Employee shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
 - (b) the Employee shall not be permitted to vote the Shares underlying the Units; and

- (c) the Employee's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, the Employee shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the "Dividend Equivalents") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock

dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after the date the Employee has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Employee is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Employee shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 5 and 6 below. The Units are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the "Restrictions") until the Units are settled.
4. **Lapse of Restrictions.** Subject to Sections 5 and 6 below:
- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries, the Restrictions on 100% of the Units will lapse on the third anniversary of the Grant Date (the "Delivery Date"). Units for which Restrictions have lapsed shall be settled in the form of Shares on the Delivery Date.
 - (b) *Death.* The Restrictions shall lapse on the date of the Employee's Termination due to death, and the Units shall be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as administratively possible after, and effective as of, the date of death.
 - (c) *Disability.* The Restrictions shall lapse on the date of the Employee's Disability, and the Units shall be settled in the form of Shares as soon as administratively possible after, and effective as of, the date of Disability.
5. **Effect of Certain Bad Acts.** Any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.
6. **Forfeiture of Units.** In the event of the Employee's Termination for any reason other than death or Disability, any Units with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause, the Company may, in its sole discretion, cause Restrictions on some or all of the Units not previously settled on a Delivery Date to lapse and be settled in the form of Shares on the Delivery Date set forth in subsection 4(a) above as if the Employee had remained employed on such date. In accepting this Award, the Employee acknowledges that in the event of Termination (whether or not in breach of local labor laws), the Employee's right to vest in the Units, if any, will terminate effective

as of the date that the Employee is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law) and that the Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of this Award.

7. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
- (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Units back to the Company;
 - (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
 - (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
 - (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.

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9. **Nature of Grant.** In accepting this grant of Units, the Employee acknowledges that:
- (a) The Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
 - (b) This Award is a one-time benefit and does not create any contractual or other right to receive future grants of Units, benefits in lieu of Units, or other Program Benefits in the future, even if Units have been granted repeatedly in the past;
 - (c) All decisions with respect to future Unit grants, if any, and their terms and conditions, will be made by the Committee, in its sole discretion;
 - (d) Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
 - (e) The Employee is voluntarily participating in the Program;
 - (f) The Units and Shares subject to the Units are:
 - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
 - (ii) not intended to replace any pension rights or compensation;
 - (iii) not part of the Employee's normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or its Subsidiaries;
 - (g) The future value of the Shares underlying the Units is unknown and cannot be predicted with certainty;
 - (h) In consideration of the Award, no claim or entitlement to compensation or damages shall arise from the Units resulting from Termination (for any reason whatsoever) and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
 - (i) The Units and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
 - (j) Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Units, the amount realized upon settlement of the Units or the

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amount realized upon a subsequent sale of any Shares acquired upon settlement of the Units, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

10. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and

- (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.

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- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 11. **Form of Payment.** The Company may, in its sole discretion, settle the Employee's Units in the form of a cash payment to the extent settlement in Shares: (i) is prohibited under local law; (ii) would require the Employee, the Company and/or its Subsidiaries to obtain the approval of any governmental and/or regulatory body in the Employee's country; (iii) would result in adverse tax consequences for the Employee or the Company; or (iv) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Employee's Units in the form of Shares but require the Employee to sell such Shares immediately or within a specified period of time following the Employee's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Employee's behalf).
- 12. **Private Placement.** The grant of this Unit is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this grant of Units is not subject to the supervision of the local securities authorities.
- 13. **Exchange Controls.** As a condition to this grant of Units, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
- 14. **Compliance with Applicable Laws and Regulations.**
 - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
 - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company

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or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, lapse of Restrictions or settlement of the Units, the issuance of Shares upon payment of the Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any Dividend Equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for

Tax-Related Items or achieve any particular tax result. Further, if the Employee has become subject to tax in more than one (1) jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction.

15. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including retirement) shall instead be paid on the first business day after the date that is six (6) months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (i) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (ii) the term "as soon as administratively possible" means a period of time that is within 60 days after the Termination due to death or Disability (as applicable); and (iii) the date of the Employee's Disability shall be determined by the Company in its sole discretion.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement,

and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

16. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Units and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
18. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
19. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
20. **Addendum.** This grant of Units shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Employee's country. Moreover, if the Employee relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's relocation). The Addendum constitutes part of this Agreement.
21. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines

that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent

permitted under local law.

22. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
23. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
24. **Language.** If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

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ADDENDUM TO THE ABBOTT LABORATORIES RESTRICTED STOCK UNIT AGREEMENT

In addition to the terms and conditions set forth in the Agreement, the Award is subject to the following terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Program. If the Employee is employed in a country identified in the Addendum, the additional terms and conditions for such country shall apply. If the Employee transfers residence and/or employment to a country identified in the Addendum, the additional terms and conditions for such country shall apply to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable to comply with local law or to facilitate administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's transfer).

ALGERIA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

AUSTRALIA

1. Breach of Law. Notwithstanding anything to the contrary in the Agreement or the Program, the Employee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Program if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits.

2. Australian Offer Document. In addition to the Agreement and the Program, the Employee must review the Australian Offer Document and the Australian Addendum to the Program for additional important information pertaining to the Award. Both of these documents can be accessed via the UBS website at www.ubs.com/onesource/abt. By accepting the Award, the Employee acknowledges and confirms that the Employee has reviewed these documents.

BRAZIL

Labor Law Acknowledgment. The Employee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Program are the result of commercial transactions unrelated to the Employee's employment; (ii) the Agreement and the Program are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the Units, if any, is not part of the Employee's remuneration from employment.

CANADA

1. Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. English Language. The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous***

documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

CHILE

Private Placement. The following provision shall replace Section 12 of the Agreement:

The grant of the Units hereunder is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) The starting date of the offer will be the Grant Date (as defined in the Agreement), and this offer conforms to General Ruling no. 336 of the Chilean Superintendence of Securities and Insurance;
 - b) The offer deals with securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Superintendence of Securities and Insurance, and therefore such securities are not subject to its oversight;
 - c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Superintendence of Securities and Insurance; and
 - d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.
- a) *La fecha de inicio de la oferta será el de la fecha de otorgamiento (o “Grant Date”, según este término se define en el documento denominado “Agreement”) y esta oferta se acoge a la norma de Carácter General n° 336 de la Superintendencia de Valores y Seguros Chilena;*
 - b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Superintendencia de Valores y Seguros Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
 - c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*
 - d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*

CHINA

Foreign Exchange Control Laws. The following provisions shall govern the Employee’s participation in the Program if the Employee is a national of the People’s Republic of China (“China”) resident in mainland China, or if determined to be necessary or appropriate by the Company in its sole discretion:

The Employee agrees to hold the Shares received upon settlement of the Units with the Company’s designated broker. Upon a Termination, the Employee shall be required to sell all Shares issued pursuant to the Units within 90 days (or such shorter period as may be required by the State Administration of Foreign Exchange) of the Termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the Shares (including procedures whereby the Company may issue sell instructions on behalf of the Employee), and the Employee hereby agrees to comply with such procedures

and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China.

The Employee understands and agrees that the repatriation of sales proceeds may need to be effected through a special exchange control account established by the Company or its Subsidiaries, and the Employee hereby consents and agrees that sales proceeds from the sale of Shares acquired under the Program may be transferred to such account by the Company on the Employee’s behalf prior to being delivered to the Employee. The sales proceeds may be paid to the Employee in U.S. dollars or local currency at the Company’s discretion. If the sales proceeds are paid to the Employee in U.S. dollars, the Employee understands that the Employee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the sales proceeds are paid to the Employee in local currency, the Employee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and proceeds to local currency due to exchange control restrictions. The Employee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Employee. The Employee further agrees to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future in order to facilitate compliance with exchange control requirements in China. The Employee agrees to be subject to these restrictions even after Termination.

Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses the Employee may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company’s operation and enforcement of the Program, the Agreement and the Units in accordance with Chinese law including, without limitation, any applicable State Administration of Foreign Exchange rules, regulations and requirements.

CROATIA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

DENMARK

Treatment of Units upon Termination. Notwithstanding any provisions in the Agreement to the contrary, if the Employee is determined to be an “Employee,” as defined in section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the “Stock Option

Act”), the treatment of the Units upon a Termination shall be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Program governing the treatment of the Units upon a Termination are more favorable, the provisions of the Agreement or the Program will govern.

FINLAND

Withholding of Tax-Related Items. Notwithstanding Section 7 of the Agreement, if the Employee is a local national of Finland, any Tax-Related Items shall be withheld only in cash from the Employee’s regular salary/wages or other amounts payable to the Employee in cash, or such other withholding methods as may be permitted under the Program and allowed under local law.

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FRANCE

1. **Nature of the Award.** The Units are not granted under the French specific regime provided by Articles L225-197-1 and seq. of the French commercial code.

2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.***

HONG KONG

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. **Lapse of Restrictions.** If, for any reason, Shares are issued to the Employee within six (6) months of the Grant Date, the Employee agrees that he or she will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

3. **IMPORTANT NOTICE.** WARNING: The contents of the Agreement, the Addendum, the Program, and all other materials pertaining to the Units and/or the Program have not been reviewed by any regulatory authority in Hong Kong. The Employee is hereby advised to exercise caution in relation to the offer thereunder. If the Employee has any doubts about any of the contents of the aforesaid materials, the Employee should obtain independent professional advice.

4. **Wages.** The Units and Shares subject to the Units do not form part of the Employee’s wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

5. **Nature of the Program.** The Company specifically intends that the Program will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance (“ORSO”). To the extent any court, tribunal or legal/regulatory body in Hong Kong determines that the Program constitutes an occupational retirement scheme for the purposes of ORSO, the grant of the Units shall be null and void.

INDIA

Repatriation Requirements. As a condition of this Award, the Employee agrees to repatriate all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee’s failure to comply with applicable laws.

ISRAEL

Indemnification for Tax Liabilities. As a condition of the grant of Units, the Employee expressly consents and agrees to indemnify the Company and/or its Subsidiaries and hold them harmless from any and all liability attributable to taxes, interest or penalties thereon, including without limitation, liabilities relating to the necessity to withhold any taxes.

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MEXICO

1. **Commercial Relationship.** The Employee expressly acknowledges that the Employee’s participation in the Program and the Company’s grant of the Award does not constitute an employment relationship between the Employee and the Company. The Employee has been granted the Award as a consequence of the commercial relationship between the Company and the Company’s Subsidiary in Mexico that employs the Employee, and the Company’s Subsidiary in Mexico is the Employee’s sole employer. Based on the foregoing: (a) the Employee expressly acknowledges that the Program and the benefits derived from participation in the Program do not establish any rights between the Employee and the Subsidiary in Mexico that employs the Employee; (b) the Program and the benefits derived from participation in the Program are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Employee; and (c) any modifications or amendments of the Program or benefits granted thereunder by the Company, or a termination of the Program by the Company, shall not constitute a change or impairment of the terms and conditions of the Employee’s employment with the Subsidiary in Mexico.

2. **Extraordinary Item of Compensation.** The Employee expressly recognizes and acknowledges that the Employee’s participation in the Program is a result of the discretionary and unilateral decision of the Company, as well as the Employee’s free and voluntary decision to participate in the Program in accord with the terms and conditions of the Program, the Employee’s Agreement and this Addendum. As such, the Employee acknowledges and agrees that the Company may, in its sole discretion, amend and/or discontinue the Employee’s participation in the Program at any time and without any liability. The

value of the Units is an extraordinary item of compensation outside the scope of the Employee's employment contract, if any. The Units are not part of the Employee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Employee.

NETHERLANDS

Waiver of Termination Rights. The Employee waives any and all rights to compensation or damages as a result of a Termination, insofar as those rights result or may result from: (a) the loss or diminution in value of such rights or entitlements under the Program; or (b) the Employee ceasing to have rights, or ceasing to be entitled to any Awards under the Program as a result of such Termination.

NEW ZEALAND

Securities Law Notice.

Warning

This is an offer of Units which, upon vesting and settlement in accordance with the terms of the Program and the Agreement, will be converted into Shares. Shares give you a stake in the ownership of Abbott Laboratories. You may receive a return if dividends are paid.

If Abbott Laboratories runs into financial difficulties and is wound up, you will be paid only after all creditors and holders of preference shares have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

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Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the vesting and settlement of the Units, you will not have any rights of ownership (e.g., voting rights) with respect to the underlying Shares.

No interest in any Units may be transferred (legally or beneficially), assigned, mortgaged, charged or encumbered.

The Shares are quoted on the New York Stock Exchange. This means that if you acquire Shares under the Plan, you may be able to sell them on the New York Stock Exchange if there are interested buyers. You may get less than you invested. The price will depend on the demand for the Shares.

You also are hereby notified that the documents listed below are available for review on sites at the web addresses listed below:

1. Abbott Laboratories' most recent Annual Report (Form 10-K): <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
2. Abbott Laboratories' most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements: <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
3. The Abbott Laboratories 2017 Incentive Stock Program: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.
4. Abbott Laboratories 2017 Incentive Stock Program Prospectus: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.

A copy of the above documents will be sent to you free of charge on written request being mailed to: Senior Manager, Equity Programs, Abbott Laboratories, D058G, AP6B-2, Abbott Park, IL 60064, USA.]

PAKISTAN

1. **Repatriation Requirements.** As a condition of this Award, the Employee agrees to repatriate all Dividend Equivalents and all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

2. **Exchange Control Obligations.** To the extent applicable, the Employee is required to comply with certain consent and reporting requirements to the State Bank of Pakistan (Pakistan's central bank) under the exchange control laws of Pakistan. As the exchange control regulations can change frequently and at times, without notice, the Employee should consult his or her legal advisor prior to acquiring or selling Shares under the Program to ensure compliance with current regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

PHILIPPINES

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

ROMANIA

1. Termination. A Termination shall include the situation where the Employee's employment contract is terminated by operation of law on the date the Employee reaches the standard retirement age and has completed the minimum contribution record for receipt of state retirement pension or the relevant authorities award the Employee an early-retirement pension of any type.

2. English Language. The Employee hereby expressly agrees that this Agreement, the Program as well as all documents, notices and proceedings entered into, relating directly or indirectly hereto, be drawn up or communicated only in the English language. **Angajatul consimte în mod expres prin prezentul ca acest Contract, Programul precum și orice alte documente, notificări, înștiințări legate direct sau indirect de acest Contract să fie redactate sau efectuate doar în limba engleză.**

RUSSIA

1. Sale or Transfer of Shares. Notwithstanding anything to the contrary in the Program or the Agreement, the Employee shall not be permitted to sell or otherwise dispose of the Shares acquired pursuant to the Award in Russia. The Employee may sell the Shares only through a broker established and operating outside Russia.

2. Cash Payments to a Russian Bank Account. The Employee agrees to promptly repatriate proceeds resulting from the sale of Shares acquired under the Program to a foreign currency account at an authorized bank in Russia if legally required at the time Shares are sold and to comply with all applicable local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

SINGAPORE

Qualifying Person Exemption. The grant of the Award under the Program is being made pursuant to the "Qualifying Person" exemption under section 273(1) (f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (the "SFA"). The Program has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Employee should note that, as a result, the Award is subject to section 257 of the SFA and the Employee will not be able to make: (a) any subsequent sale of the Shares underlying the Award in Singapore; or (b) any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

SOUTH AFRICA

1. Withholding Taxes. The following provision supplements Section 7 of the Agreement:

By accepting the Award, the Employee agrees to notify the Company's local affiliate in South Africa that employs the Employee (the "Employer") of the amount of any gain realized upon vesting of the Units. If the Employee fails to advise the Employer of the gain realized upon vesting of the Units, the Employee may be liable for a fine. The Employee will be responsible for paying any difference between the actual tax liability and the amount withheld.

2. Exchange Control Obligations. The Employee is solely responsible for complying with applicable exchange control regulations and rulings (the "Exchange Control Regulations") in South

Africa. As the Exchange Control Regulations change frequently and without notice, the Employee should consult the Employee's legal advisor prior to the acquisition or sale of Shares under the Program to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

3. Securities Law Information and Deemed Acceptance of Units. Neither the Units nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 (the "Companies Act") and is not subject to the supervision of any South African governmental authority.

Pursuant to Section 96(1)(g)(ii) of the Companies Act, the Units offer must be finalized within six (6) months following the date the offer is communicated to you. If you do not want to accept the Units, you are required to decline the Units no later than the six (6) months following the date the offer is communicated to you. If you do not reject the Units within six (6) months following the date the offer is communicated to you, you will be deemed to accept the Units.

SPAIN

1. Acknowledgement of Discretionary Nature of the Program; No Vested Rights

By accepting the Award, the Employee consents to participation in the Program and acknowledges receipt of a copy of the Program.

The Employee understands that the Company has unilaterally, gratuitously and in its sole discretion granted Units under the Program to individuals who may be employees of the Company or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, the Employee understands that the Units are granted on the assumption and condition that the Units and the Shares acquired upon settlement of the Units shall not become a part of any employment contract (either with the Company or any of its Subsidiaries) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Employee understands that this grant would not be made to the Employee but for the assumptions and conditions referenced above; thus, the Employee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason the Award shall be null and void.

The Employee understands and agrees that, as a condition of the Award, unless otherwise provided in Section 4 of the Agreement, any unvested Units as of the date the Employee ceases active employment will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of Termination. The Employee acknowledges that the Employee has read and specifically accepts the conditions referred to in the Agreement regarding the impact of a Termination on the Units.

2. Termination for Cause. Notwithstanding anything to the contrary in the Program or the Agreement, “Cause” shall be as defined as set forth in the Agreement, regardless of whether the Termination is considered a fair termination (i.e., “despido procedente”) under Spanish legislation.

SRI LANKA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UKRAINE

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UNITED KINGDOM

1. Withholding Taxes. The following provision supplements Section 7 of the Agreement.

If payment or withholding of the income tax due in connection with the Award is not made within 90 days after the end of the U.K. tax year in which the event giving rise to the income tax liability occurred or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Employee to the Subsidiary in the United Kingdom that employs the Employee (the “Employer”), effective as of the Due Date. The Employee agrees that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue & Customs (“HMRC”), it shall be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in Section 7 of the Agreement. Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she shall not be eligible for a loan from the Company to cover the income tax liability. In the event that the Employee is a director or executive officer and the income tax is not collected from or paid by him or her by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Employee on which additional income tax and national insurance contributions (“NICs”) will be payable. The Employee will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime, and for reimbursing the Company or the Employer (as applicable) the value of any employee NICs due on this additional benefit.

2. Exclusion of Claim. The Employee acknowledges and agrees that the Employee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Employee’s ceasing to have rights under or to be entitled to the Units, whether or not as a result of Termination (whether the Termination is in breach of contract or otherwise), or from the loss or diminution in value of the Units. Upon the grant of the Award, the Employee shall be deemed to have waived irrevocably any such entitlement.

UZBEKISTAN

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

VIETNAM

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

**ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT**

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Employee”) a Performance Restricted Stock Unit Award (the “Award”) of «NoShares12345» restricted stock units (the “Units”).

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control. This Award is intended to conform with the qualified performance-based compensation requirements of Section 162(m) of the Code and the regulations thereunder, to the extent applicable, and shall be construed accordingly.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Performance Restricted Stock Unit Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s employment contract, if any;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company
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- or any of its Subsidiaries.
- (c) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (d) *Controlled Group:*
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. (“TAP”) joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
 - (e) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (f) *Disability:* As of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of at least six (6) months under (i) the terms of the Abbott Laboratories Long-Term Disability Plan (formerly known as the Extended Disability Plan) (the “LTD Plan”), or (ii) if the Employee’s employer does not participate in the LTD Plan, such similar accident and health plan providing replacement benefits in which the Employee’s employer participates.
 - (g) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (h) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (i) *Retirement:*

- (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
 - age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or

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- age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.
- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iv) For purposes of calculating service under this Section 1(i), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.
- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.
- (j) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries. Any Termination shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary, and employment shall not be extended by any statutory or common law notice of termination period.

2. **Delivery Dates and Shareholder Rights.** The Delivery Dates for Shares underlying the Units are the respective dates on which the Shares are payable to the Employee pursuant to Section 4 below. Prior to the Delivery Date(s):

- (a) the Employee shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
- (b) the Employee shall not be permitted to vote the Shares underlying the Units; and

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- (c) the Employee's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, the Employee shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the "*Dividend Equivalents*") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after the date the Employee has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Employee is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Employee shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 5 and 6 below. The Units are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the "Restrictions") until the Units are settled.

4. **Lapse of Restrictions.** Subject to Sections 5 and 6 below:

- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries:
 - (i) the Restrictions on one-third of the total number of Units will lapse on the last business day of February 201 , provided the Company's prior year return on equity is a minimum of 12 percent;

- (ii) the Restrictions on an additional one-third of the total number of Units will lapse on the last business day of February 201 , provided the Company's prior year return on equity is a minimum of 12 percent;
- (iii) the Restrictions on an additional one-third of the total number of Units will lapse on the last business day of February 201 , provided the Company's prior year return on equity is a minimum of 12 percent; and
- (iv) any Units for which Restrictions have not previously lapsed on the dates described in subsections 4(a)(i), (ii), and (iii) above shall remain outstanding and the Restrictions shall lapse on the last business day of February 202 and/or 202 , provided that the Company's applicable prior year return on equity is a minimum of 12 percent, and provided further that no more than one-third of the Units will vest in any one (1) year.

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Units for which Restrictions have lapsed, as described in this subsection 4(a), shall be settled in the form of Shares on the date(s) on which such Restrictions lapse (each, a "Delivery Date"). Unless indicated otherwise, Shares shall be delivered in an equal number (subject to rounding) as of each Delivery Date.

- (b) *Retirement.* The Restrictions shall continue to apply in the event of the Employee's Termination due to Retirement, but may lapse thereafter in accordance with the provisions of subsection 4(a), in which case any Units not previously settled shall be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Retirement as if the Employee had remained employed.
 - (c) *Death.* The Restrictions shall lapse on the date of the Employee's Termination due to death, and any Units not previously settled on a Delivery Date shall be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as administratively possible after, and effective as of, the date of death.
 - (d) *Disability.* The Restrictions shall lapse on the date of the Employee's Disability, and any Units not previously settled on a Delivery Date shall be settled in the form of Shares as soon as administratively possible after, and effective as of, the date of Disability.
5. **Effect of Certain Bad Acts.** Any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.
6. **Forfeiture of Units.** In the event of the Employee's Termination for any reason other than Retirement, death or Disability, any Units with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause, the Company may, in its sole discretion, cause some or all of the Units not previously settled on a Delivery Date to continue to be subject to the Restrictions, provided such Restrictions may lapse thereafter in accordance with the provisions of subsection 4(a), in which case such Units shall be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Termination. In accepting this Award, the Employee acknowledges that in the event of Termination (whether or not in breach of local labor laws), the Employee's right to vest in the Units, if any, will terminate effective as of the date that the Employee is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law) and that the Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of this Award.
7. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non U.S. jurisdictions), including income, social security and Medicare withholding taxes

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arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:

- (a) having the Company withhold Shares;
- (b) tendering Shares received in connection with the Units back to the Company;
- (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
- (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
9. **Nature of Grant.** In accepting this grant of Units, the Employee acknowledges that:
- (a) The Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
 - (b) This Award is a one-time benefit and does not create any contractual or other right to receive future grants of Units, benefits in lieu of Units, or other Program Benefits in the future, even if Units have been granted repeatedly in the past;

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- (c) All decisions with respect to future Unit grants, if any, and their terms and conditions, will be made by the Committee, in its sole discretion;
- (d) Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
- (e) The Employee is voluntarily participating in the Program;
- (f) The Units and Shares subject to the Units are:
 - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
 - (ii) not intended to replace any pension rights or compensation;
 - (iii) not part of the Employee's normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or its Subsidiaries;
- (g) The future value of the Shares underlying the Units is unknown and cannot be predicted with certainty;
- (h) In consideration of the Award, no claim or entitlement to compensation or damages shall arise from the Units resulting from Termination (for any reason whatsoever) and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
- (i) The Units and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
- (j) Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Units, the amount realized upon settlement of the Units or the amount realized upon a subsequent sale of any Shares acquired upon settlement of the Units, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

10. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer

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of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:

- (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
- (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on

the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.

- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation,

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administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 11. **Form of Payment.** The Company may, in its sole discretion, settle the Employee's Units in the form of a cash payment to the extent settlement in Shares: (i) is prohibited under local law; (ii) would require the Employee, the Company and/or its Subsidiaries to obtain the approval of any governmental and/or regulatory body in the Employee's country; (iii) would result in adverse tax consequences for the Employee or the Company; or (iv) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Employee's Units in the form of Shares but require the Employee to sell such Shares immediately or within a specified period of time following the Employee's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Employee's behalf).
- 12. **Private Placement.** The grant of this Unit is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this grant of Units is not subject to the supervision of the local securities authorities.
- 13. **Exchange Controls.** As a condition to this grant of Units, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
- 14. **Compliance with Applicable Laws and Regulations.**
 - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
 - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, lapse of Restrictions or settlement of the Units, the issuance of Shares upon payment of the Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any Dividend Equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any

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particular tax result. Further, if the Employee has become subject to tax in more than one (1) jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction.

15. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including Retirement) shall instead be paid on the first business day after the date that is six (6) months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (i) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (ii) the term "as soon as administratively possible" means a period of time that is within 60 days after the Termination due to death or Disability (as applicable); and (iii) the date of the Employee's Disability shall be determined by the Company in its sole discretion.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

16. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.

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17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Units and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
18. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
19. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
20. **Addendum.** This grant of Units shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Employee's country. Moreover, if the Employee relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's relocation). The Addendum constitutes part of this Agreement.
21. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
22. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by

the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.

23. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
24. **Language.** If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By _____
Miles D. White
Chairman and Chief Executive Officer

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**ADDENDUM TO THE ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT**

In addition to the terms and conditions set forth in the Agreement, the Award is subject to the following terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Program. If the Employee is employed in a country identified in the Addendum, the additional terms and conditions for such country shall apply. If the Employee transfers residence and/or employment to a country identified in the Addendum, the additional terms and conditions for such country shall apply to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable to comply with local law or to facilitate administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's transfer).

ALGERIA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

AUSTRALIA

1. Breach of Law. Notwithstanding anything to the contrary in the Agreement or the Program, the Employee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Program if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits.

2. Australian Offer Document. In addition to the Agreement and the Program, the Employee must review the Australian Offer Document and the Australian Addendum to the Program for additional important information pertaining to the Award. Both of these documents can be accessed via the UBS website at www.ubs.com/onesource/abt. By accepting the Award, the Employee acknowledges and confirms that the Employee has reviewed these documents.

BRAZIL

Labor Law Acknowledgment. The Employee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Program are the result of commercial transactions unrelated to the Employee's employment; (ii) the Agreement and the Program are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the Units, if any, is not part of the Employee's remuneration from employment.

CANADA

1. Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. English Language. The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous*

documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

CHILE

Private Placement. The following provision shall replace Section 12 of the Agreement:

The grant of the Units hereunder is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) The starting date of the offer will be the Grant Date (as defined in the Agreement), and this offer conforms to General Ruling no. 336 of the Chilean Superintendence of Securities and Insurance;
 - b) The offer deals with securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Superintendence of Securities and Insurance, and therefore such securities are not subject to its oversight;
 - c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Superintendence of Securities and Insurance; and
 - d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.
- a) *La fecha de inicio de la oferta será el de la fecha de otorgamiento (o “Grant Date”, según este término se define en el documento denominado “Agreement”) y esta oferta se acoge a la norma de Carácter General n° 336 de la Superintendencia de Valores y Seguros Chilena;*
 - b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Superintendencia de Valores y Seguros Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
 - c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*
 - d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*

CHINA

Foreign Exchange Control Laws. The following provisions shall govern the Employee’s participation in the Program if the Employee is a national of the People’s Republic of China (“China”) resident in mainland China, or if determined to be necessary or appropriate by the Company in its sole discretion:

The Employee agrees to hold the Shares received upon settlement of the Units with the Company’s designated broker. Upon a Termination, the Employee shall be required to sell all Shares issued pursuant to the Units within 90 days (or such shorter period as may be required by the State Administration of Foreign Exchange) of the Termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the Shares (including procedures whereby the Company may issue sell instructions on behalf of the Employee), and the Employee hereby agrees to comply with such procedures

and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China.

The Employee understands and agrees that the repatriation of sales proceeds may need to be effected through a special exchange control account established by the Company or its Subsidiaries, and the Employee hereby consents and agrees that sales proceeds from the sale of Shares acquired under the Program may be transferred to such account by the Company on the Employee’s behalf prior to being delivered to the Employee. The sales proceeds may be paid to the Employee in U.S. dollars or local currency at the Company’s discretion. If the sales proceeds are paid to the Employee in U.S. dollars, the Employee understands that the Employee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the sales proceeds are paid to the Employee in local currency, the Employee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and proceeds to local currency due to exchange control restrictions. The Employee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Employee. The Employee further agrees to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future in order to facilitate compliance with exchange control requirements in China. The Employee agrees to be subject to these restrictions even after Termination.

Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses the Employee may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company’s operation and enforcement of the Program, the Agreement and the Units in accordance with Chinese law including, without limitation, any applicable State Administration of Foreign Exchange rules, regulations and requirements.

CROATIA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

DENMARK

Treatment of Units upon Termination. Notwithstanding any provisions in the Agreement to the contrary, if the Employee is determined to be an “Employee,” as defined in section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the “Stock Option Act”), the treatment of the Units upon a Termination shall be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the

Agreement or the Program governing the treatment of the Units upon a Termination are more favorable, the provisions of the Agreement or the Program will govern.

FINLAND

Withholding of Tax-Related Items. Notwithstanding Section 7 of the Agreement, if the Employee is a local national of Finland, any Tax-Related Items shall be withheld only in cash from the Employee's regular salary/wages or other amounts payable to the Employee in cash, or such other withholding methods as may be permitted under the Program and allowed under local law.

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FRANCE

1. **Nature of the Award.** The Units are not granted under the French specific regime provided by Articles L225-197-1 and seq. of the French commercial code.

2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.***

HONG KONG

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. **Lapse of Restrictions.** If, for any reason, Shares are issued to the Employee within six (6) months of the Grant Date, the Employee agrees that he or she will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

3. **IMPORTANT NOTICE.** WARNING: The contents of the Agreement, the Addendum, the Program, and all other materials pertaining to the Units and/or the Program have not been reviewed by any regulatory authority in Hong Kong. The Employee is hereby advised to exercise caution in relation to the offer thereunder. If the Employee has any doubts about any of the contents of the aforesaid materials, the Employee should obtain independent professional advice.

4. **Wages.** The Units and Shares subject to the Units do not form part of the Employee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

5. **Nature of the Program.** The Company specifically intends that the Program will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO"). To the extent any court, tribunal or legal/regulatory body in Hong Kong determines that the Program constitutes an occupational retirement scheme for the purposes of ORSO, the grant of the Units shall be null and void.

INDIA

Repatriation Requirements. As a condition of this Award, the Employee agrees to repatriate all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

ISRAEL

Indemnification for Tax Liabilities. As a condition of the grant of Units, the Employee expressly consents and agrees to indemnify the Company and/or its Subsidiaries and hold them harmless from any and all liability attributable to taxes, interest or penalties thereon, including without limitation, liabilities relating to the necessity to withhold any taxes.

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MEXICO

1. **Commercial Relationship.** The Employee expressly acknowledges that the Employee's participation in the Program and the Company's grant of the Award does not constitute an employment relationship between the Employee and the Company. The Employee has been granted the Award as a consequence of the commercial relationship between the Company and the Company's Subsidiary in Mexico that employs the Employee, and the Company's Subsidiary in Mexico is the Employee's sole employer. Based on the foregoing: (a) the Employee expressly acknowledges that the Program and the benefits derived from participation in the Program do not establish any rights between the Employee and the Subsidiary in Mexico that employs the Employee; (b) the Program and the benefits derived from participation in the Program are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Employee; and (c) any modifications or amendments of the Program or benefits granted thereunder by the Company, or a termination of the Program by the Company, shall not constitute a change or impairment of the terms and conditions of the Employee's employment with the Subsidiary in Mexico.

2. **Extraordinary Item of Compensation.** The Employee expressly recognizes and acknowledges that the Employee's participation in the Program is a result of the discretionary and unilateral decision of the Company, as well as the Employee's free and voluntary decision to participate in the Program in accord with the terms and conditions of the Program, the Employee's Agreement and this Addendum. As such, the Employee acknowledges and agrees that the Company may, in its sole discretion, amend and/or discontinue the Employee's participation in the Program at any time and without any liability. The value of the Units is an extraordinary item of compensation outside the scope of the Employee's employment contract, if any. The Units are not part of the

Employee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Employee.

NETHERLANDS

Waiver of Termination Rights. The Employee waives any and all rights to compensation or damages as a result of a Termination, insofar as those rights result or may result from: (a) the loss or diminution in value of such rights or entitlements under the Program; or (b) the Employee ceasing to have rights, or ceasing to be entitled to any Awards under the Program as a result of such Termination.

NEW ZEALAND

Securities Law Notice.

Warning

This is an offer of Units which, upon vesting and settlement in accordance with the terms of the Program and the Agreement, will be converted into Shares. Shares give you a stake in the ownership of Abbott Laboratories. You may receive a return if dividends are paid.

If Abbott Laboratories runs into financial difficulties and is wound up, you will be paid only after all creditors and holders of preference shares have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the vesting and settlement of the Units, you will not have any rights of ownership (e.g., voting rights) with respect to the underlying Shares.

No interest in any Units may be transferred (legally or beneficially), assigned, mortgaged, charged or encumbered.

The Shares are quoted on the New York Stock Exchange. This means that if you acquire Shares under the Plan, you may be able to sell them on the New York Stock Exchange if there are interested buyers. You may get less than you invested. The price will depend on the demand for the Shares.

You also are hereby notified that the documents listed below are available for review on sites at the web addresses listed below:

1. Abbott Laboratories' most recent Annual Report (Form 10-K): <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
2. Abbott Laboratories' most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements: <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
3. The Abbott Laboratories 2017 Incentive Stock Program: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.
4. Abbott Laboratories 2017 Incentive Stock Program Prospectus: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.

A copy of the above documents will be sent to you free of charge on written request being mailed to: Senior Manager, Equity Programs, Abbott Laboratories, D058G, AP6B-2, Abbott Park, IL 60064, USA.

PAKISTAN

1. Repatriation Requirements. As a condition of this Award, the Employee agrees to repatriate all Dividend Equivalents and all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

2. Exchange Control Obligations. To the extent applicable, the Employee is required to comply with certain consent and reporting requirements to the State Bank of Pakistan (Pakistan's central bank) under the exchange control laws of Pakistan. As the exchange control regulations can change frequently and at times, without notice, the Employee should consult his or her legal advisor prior to acquiring or selling Shares under the Program to ensure compliance with current regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

PHILIPPINES

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

ROMANIA

1. **Termination.** A Termination shall include the situation where the Employee's employment contract is terminated by operation of law on the date the Employee reaches the standard retirement age and has completed the minimum contribution record for receipt of state retirement pension or the relevant authorities award the Employee an early-retirement pension of any type.
2. **English Language.** The Employee hereby expressly agrees that this Agreement, the Program as well as all documents, notices and proceedings entered into, relating directly or indirectly hereto, be drawn up or communicated only in the English language. *Angajatul consimte în mod expres prin prezentul ca acest Contract, Programul precum și orice alte documente, notificări, înștiințări legate direct sau indirect de acest Contract să fie redactate sau efectuate doar în limba engleză.*

RUSSIA

1. **Sale or Transfer of Shares.** Notwithstanding anything to the contrary in the Program or the Agreement, the Employee shall not be permitted to sell or otherwise dispose of the Shares acquired pursuant to the Award in Russia. The Employee may sell the Shares only through a broker established and operating outside Russia.
2. **Cash Payments to a Russian Bank Account.** The Employee agrees to promptly repatriate proceeds resulting from the sale of Shares acquired under the Program to a foreign currency account at an authorized bank in Russia if legally required at the time Shares are sold and to comply with all applicable local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

SINGAPORE

Qualifying Person Exemption. The grant of the Award under the Program is being made pursuant to the "Qualifying Person" exemption under section 273(1) (f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (the "SFA"). The Program has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Employee should note that, as a result, the Award is subject to section 257 of the SFA and the Employee will not be able to make: (a) any subsequent sale of the Shares underlying the Award in Singapore; or (b) any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

SOUTH AFRICA

1. **Withholding Taxes.** The following provision supplements Section 7 of the Agreement:

By accepting the Award, the Employee agrees to notify the Company's local affiliate in South Africa that employs the Employee (the "Employer") of the amount of any gain realized upon vesting of the Units. If the Employee fails to advise the Employer of the gain realized upon vesting of the Units, the Employee may be liable for a fine. The Employee will be responsible for paying any difference between the actual tax liability and the amount withheld.

2. **Exchange Control Obligations.** The Employee is solely responsible for complying with applicable exchange control regulations and rulings (the "Exchange Control Regulations") in South

Africa. As the Exchange Control Regulations change frequently and without notice, the Employee should consult the Employee's legal advisor prior to the acquisition or sale of Shares under the Program to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

3. **Securities Law Information and Deemed Acceptance of Units.** Neither the Units nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 (the "Companies Act") and is not subject to the supervision of any South African governmental authority.

Pursuant to Section 96(1)(g)(ii) of the Companies Act, the Units offer must be finalized within six (6) months following the date the offer is communicated to you. If you do not want to accept the Units, you are required to decline the Units no later than the six (6) months following the date the offer is communicated to you. If you do not reject the Units within six (6) months following the date the offer is communicated to you, you will be deemed to accept the Units.

SPAIN

1. **Acknowledgement of Discretionary Nature of the Program; No Vested Rights**

By accepting the Award, the Employee consents to participation in the Program and acknowledges receipt of a copy of the Program.

The Employee understands that the Company has unilaterally, gratuitously and in its sole discretion granted Units under the Program to individuals who may be employees of the Company or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, the Employee understands that the Units are granted on the assumption and condition that the Units and the Shares acquired upon settlement of the Units shall not become a part of any employment contract (either with the Company or any of its Subsidiaries) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Employee understands that this grant would not be made to the Employee but for the assumptions and conditions referenced above; thus, the Employee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason the Award shall be null and void.

The Employee understands and agrees that, as a condition of the Award, unless otherwise provided in Section 4 of the Agreement, any unvested Units as of the date the Employee ceases active employment will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of Termination. The Employee acknowledges that the Employee has read and specifically accepts the conditions referred to in the Agreement regarding the impact of a Termination on the Units.

2. Termination for Cause. Notwithstanding anything to the contrary in the Program or the Agreement, “Cause” shall be as defined as set forth in the Agreement, regardless of whether the Termination is considered a fair termination (i.e., “despido procedente”) under Spanish legislation.

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SRI LANKA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UKRAINE

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UNITED KINGDOM

1. Withholding Taxes. The following provision supplements Section 7 of the Agreement.

If payment or withholding of the income tax due in connection with the Award is not made within 90 days after the end of the U.K. tax year in which the event giving rise to the income tax liability occurred or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Employee to the Subsidiary in the United Kingdom that employs the Employee (the “Employer”), effective as of the Due Date. The Employee agrees that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue & Customs (“HMRC”), it shall be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in Section 7 of the Agreement. Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she shall not be eligible for a loan from the Company to cover the income tax liability. In the event that the Employee is a director or executive officer and the income tax is not collected from or paid by him or her by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Employee on which additional income tax and national insurance contributions (“NICs”) will be payable. The Employee will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime, and for reimbursing the Company or the Employer (as applicable) the value of any employee NICs due on this additional benefit.

2. Exclusion of Claim. The Employee acknowledges and agrees that the Employee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Employee’s ceasing to have rights under or to be entitled to the Units, whether or not as a result of Termination (whether the Termination is in breach of contract or otherwise), or from the loss or diminution in value of the Units. Upon the grant of the Award, the Employee shall be deemed to have waived irrevocably any such entitlement.

UZBEKISTAN

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

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VIETNAM

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

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**ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT**

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Employee”) a Performance Restricted Stock Unit Award (the “Award”) of «NoShares12345» restricted stock units (the “Units”).

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control. This Award is intended to conform with the qualified performance-based compensation requirements of Section 162(m) of the Code and the regulations thereunder, to the extent applicable, and shall be construed accordingly.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Performance Restricted Stock Unit Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s employment contract, if any;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company
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- or any of its Subsidiaries.
- (c) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (d) *Controlled Group:*
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. (“TAP”) joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
 - (e) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (f) *Disability:* As of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of at least six (6) months under (i) the terms of the Abbott Laboratories Long-Term Disability Plan (formerly known as the Extended Disability Plan) (the “LTD Plan”), or (ii) if the Employee’s employer does not participate in the LTD Plan, such similar accident and health plan providing replacement benefits in which the Employee’s employer participates.
 - (g) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (h) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (i) *Retirement:*

- (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
 - age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or

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- age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.
- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iv) For purposes of calculating service under this Section 1(i), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.
- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.
- (j) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries. Any Termination shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary, and employment shall not be extended by any statutory or common law notice of termination period.

2. **Delivery Dates and Shareholder Rights.** The Delivery Dates for Shares underlying the Units are the respective dates on which the Shares are payable to the Employee pursuant to Section 4 below. Prior to the Delivery Date(s):

- (a) the Employee shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
- (b) the Employee shall not be permitted to vote the Shares underlying the Units; and

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- (c) the Employee's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, the Employee shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the "*Dividend Equivalents*") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after the date the Employee has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Employee is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Employee shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 5 and 6 below. The Units are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the "Restrictions") until the Units are settled.

4. **Lapse of Restrictions.** Subject to Sections 5 and 6 below:

- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries:
 - (i) the Restrictions on one-third of the total number of Units will lapse on «M_1st_yr_vest», provided the Company's prior year return on equity is a minimum of 12 percent;

- (ii) the Restrictions on an additional one-third of the total number of Units will lapse on «**M_2nd_yr_vest**», provided the Company's prior year return on equity is a minimum of 12 percent;
- (iii) the Restrictions on an additional one-third of the total number of Units will lapse on «**M_3rd_yr_vest**», provided the Company's prior year return on equity is a minimum of 12 percent; and
- (iv) any Units for which Restrictions have not previously lapsed on the dates described in subsections 4(a)(i), (ii), and (iii) above shall remain outstanding and the Restrictions shall lapse on <<**month and date of grant**>>, «**4th_yr_vest**» and/or «**5th_yr_vest**», provided that the Company's applicable prior year return on equity is a minimum of 12 percent, and provided further that no more than one-third of the Units will vest in any one (1) year.

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Units for which Restrictions have lapsed, as described in this subsection 4(a), shall be settled in the form of Shares on the date(s) on which such Restrictions lapse (each, a "Delivery Date"). Unless indicated otherwise, Shares shall be delivered in an equal number (subject to rounding) as of each Delivery Date.

- (b) *Retirement.* The Restrictions shall continue to apply in the event of the Employee's Termination due to Retirement, but may lapse thereafter in accordance with the provisions of subsection 4(a), in which case any Units not previously settled shall be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Retirement as if the Employee had remained employed.
- (c) *Death.* The Restrictions shall lapse on the date of the Employee's Termination due to death, and any Units not previously settled on a Delivery Date shall be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as administratively possible after, and effective as of, the date of death.
- (d) *Disability.* The Restrictions shall lapse on the date of the Employee's Disability, and any Units not previously settled on a Delivery Date shall be settled in the form of Shares as soon as administratively possible after, and effective as of, the date of Disability.

- 5. **Effect of Certain Bad Acts.** Any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.
- 6. **Forfeiture of Units.** In the event of the Employee's Termination for any reason other than Retirement, death or Disability, any Units with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause, the Company may, in its sole discretion, cause some or all of the Units not previously settled on a Delivery Date to continue to be subject to the Restrictions, provided such Restrictions may lapse thereafter in accordance with the provisions of subsection 4(a), in which case such Units shall be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Termination. In accepting this Award, the Employee acknowledges that in the event of Termination (whether or not in breach of local labor laws), the Employee's right to vest in the Units, if any, will terminate effective as of the date that the Employee is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law) and that the Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of this Award.
- 7. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes

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arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:

- (a) having the Company withhold Shares;
- (b) tendering Shares received in connection with the Units back to the Company;
- (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
- (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
9. **Nature of Grant.** In accepting this grant of Units, the Employee acknowledges that:
- (a) The Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
 - (b) This Award is a one-time benefit and does not create any contractual or other right to receive future grants of Units, benefits in lieu of Units, or other Program Benefits in the future, even if Units have been granted repeatedly in the past;

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- (c) All decisions with respect to future Unit grants, if any, and their terms and conditions, will be made by the Committee, in its sole discretion;
- (d) Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
- (e) The Employee is voluntarily participating in the Program;
- (f) The Units and Shares subject to the Units are:
 - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
 - (ii) not intended to replace any pension rights or compensation;
 - (iii) not part of the Employee's normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or its Subsidiaries;
- (g) The future value of the Shares underlying the Units is unknown and cannot be predicted with certainty;
- (h) In consideration of the Award, no claim or entitlement to compensation or damages shall arise from the Units resulting from Termination (for any reason whatsoever) and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
- (i) The Units and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
- (j) Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Units, the amount realized upon settlement of the Units or the amount realized upon a subsequent sale of any Shares acquired upon settlement of the Units, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

10. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer

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of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:

- (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
- (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on

the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.

- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation,

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administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 11. **Form of Payment.** The Company may, in its sole discretion, settle the Employee's Units in the form of a cash payment to the extent settlement in Shares: (i) is prohibited under local law; (ii) would require the Employee, the Company and/or its Subsidiaries to obtain the approval of any governmental and/or regulatory body in the Employee's country; (iii) would result in adverse tax consequences for the Employee or the Company; or (iv) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Employee's Units in the form of Shares but require the Employee to sell such Shares immediately or within a specified period of time following the Employee's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Employee's behalf).
- 12. **Private Placement.** The grant of this Unit is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this grant of Units is not subject to the supervision of the local securities authorities.
- 13. **Exchange Controls.** As a condition to this grant of Units, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
- 14. **Compliance with Applicable Laws and Regulations.**
 - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
 - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company or its Subsidiaries ("*Tax-Related Items*"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, lapse of Restrictions or settlement of the Units, the issuance of Shares upon payment of the Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any Dividend Equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any

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particular tax result. Further, if the Employee has become subject to tax in more than one (1) jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction.

15. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including Retirement) shall instead be paid on the first business day after the date that is six (6) months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (i) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (ii) the term "as soon as administratively possible" means a period of time that is within 60 days after the Termination due to death or Disability (as applicable); and (iii) the date of the Employee's Disability shall be determined by the Company in its sole discretion.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

16. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.

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17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Units and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
18. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
19. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
20. **Addendum.** This grant of Units shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Employee's country. Moreover, if the Employee relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's relocation). The Addendum constitutes part of this Agreement.
21. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
22. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by

the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.

23. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
24. **Language.** If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

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ADDENDUM TO THE ABBOTT LABORATORIES PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

In addition to the terms and conditions set forth in the Agreement, the Award is subject to the following terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Program. If the Employee is employed in a country identified in the Addendum, the additional terms and conditions for such country shall apply. If the Employee transfers residence and/or employment to a country identified in the Addendum, the additional terms and conditions for such country shall apply to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable to comply with local law or to facilitate administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's transfer).

ALGERIA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

AUSTRALIA

1. **Breach of Law.** Notwithstanding anything to the contrary in the Agreement or the Program, the Employee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Program if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits.

2. **Australian Offer Document.** In addition to the Agreement and the Program, the Employee must review the Australian Offer Document and the Australian Addendum to the Program for additional important information pertaining to the Award. Both of these documents can be accessed via the UBS website at www.ubs.com/onesource/abt. By accepting the Award, the Employee acknowledges and confirms that the Employee has reviewed these documents.

BRAZIL

Labor Law Acknowledgment. The Employee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Program are the result of commercial transactions unrelated to the Employee's employment; (ii) the Agreement and the Program are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the Units, if any, is not part of the Employee's remuneration from employment.

CANADA

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous*

documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

CHILE

Private Placement. The following provision shall replace Section 12 of the Agreement:

The grant of the Units hereunder is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) The starting date of the offer will be the Grant Date (as defined in the Agreement), and this offer conforms to General Ruling no. 336 of the Chilean Superintendence of Securities and Insurance;
 - b) The offer deals with securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Superintendence of Securities and Insurance, and therefore such securities are not subject to its oversight;
 - c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Superintendence of Securities and Insurance; and
 - d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.
- a) *La fecha de inicio de la oferta será el de la fecha de otorgamiento (o “Grant Date”, según este término se define en el documento denominado “Agreement”) y esta oferta se acoge a la norma de Carácter General n° 336 de la Superintendencia de Valores y Seguros Chilena;*
 - b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Superintendencia de Valores y Seguros Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
 - c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*
 - d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*

CHINA

Foreign Exchange Control Laws. The following provisions shall govern the Employee’s participation in the Program if the Employee is a national of the People’s Republic of China (“China”) resident in mainland China, or if determined to be necessary or appropriate by the Company in its sole discretion:

The Employee agrees to hold the Shares received upon settlement of the Units with the Company’s designated broker. Upon a Termination, the Employee shall be required to sell all Shares issued pursuant to the Units within 90 days (or such shorter period as may be required by the State Administration of Foreign Exchange) of the Termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the Shares (including procedures whereby the Company may issue sell instructions on behalf of the Employee), and the Employee hereby agrees to comply with such procedures

and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China.

The Employee understands and agrees that the repatriation of sales proceeds may need to be effected through a special exchange control account established by the Company or its Subsidiaries, and the Employee hereby consents and agrees that sales proceeds from the sale of Shares acquired under the Program may be transferred to such account by the Company on the Employee’s behalf prior to being delivered to the Employee. The sales proceeds may be paid to the Employee in U.S. dollars or local currency at the Company’s discretion. If the sales proceeds are paid to the Employee in U.S. dollars, the Employee understands that the Employee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the sales proceeds are paid to the Employee in local currency, the Employee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and proceeds to local currency due to exchange control restrictions. The Employee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Employee. The Employee further agrees to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future in order to facilitate compliance with exchange control requirements in China. The Employee agrees to be subject to these restrictions even after Termination.

Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses the Employee may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company’s operation and enforcement of the Program, the Agreement and the Units in accordance with Chinese law including, without limitation, any applicable State Administration of Foreign Exchange rules, regulations and requirements.

CROATIA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

DENMARK

Treatment of Units upon Termination. Notwithstanding any provisions in the Agreement to the contrary, if the Employee is determined to be an “Employee,” as defined in section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the “Stock Option

Act”), the treatment of the Units upon a Termination shall be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Program governing the treatment of the Units upon a Termination are more favorable, the provisions of the Agreement or the Program will govern.

FINLAND

Withholding of Tax-Related Items. Notwithstanding Section 7 of the Agreement, if the Employee is a local national of Finland, any Tax-Related Items shall be withheld only in cash from the Employee’s regular salary/wages or other amounts payable to the Employee in cash, or such other withholding methods as may be permitted under the Program and allowed under local law.

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FRANCE

1. **Nature of the Award.** The Units are not granted under the French specific regime provided by Articles L225-197-1 and seq. of the French commercial code.

2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.***

HONG KONG

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. **Lapse of Restrictions.** If, for any reason, Shares are issued to the Employee within six (6) months of the Grant Date, the Employee agrees that he or she will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

3. **IMPORTANT NOTICE.** WARNING: The contents of the Agreement, the Addendum, the Program, and all other materials pertaining to the Units and/or the Program have not been reviewed by any regulatory authority in Hong Kong. The Employee is hereby advised to exercise caution in relation to the offer thereunder. If the Employee has any doubts about any of the contents of the aforesaid materials, the Employee should obtain independent professional advice.

4. **Wages.** The Units and Shares subject to the Units do not form part of the Employee’s wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

5. **Nature of the Program.** The Company specifically intends that the Program will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance (“ORSO”). To the extent any court, tribunal or legal/regulatory body in Hong Kong determines that the Program constitutes an occupational retirement scheme for the purposes of ORSO, the grant of the Units shall be null and void.

INDIA

Repatriation Requirements. As a condition of this Award, the Employee agrees to repatriate all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee’s failure to comply with applicable laws.

ISRAEL

Indemnification for Tax Liabilities. As a condition of the grant of Units, the Employee expressly consents and agrees to indemnify the Company and/or its Subsidiaries and hold them harmless from any and all liability attributable to taxes, interest or penalties thereon, including without limitation, liabilities relating to the necessity to withhold any taxes.

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MEXICO

1. **Commercial Relationship.** The Employee expressly acknowledges that the Employee’s participation in the Program and the Company’s grant of the Award does not constitute an employment relationship between the Employee and the Company. The Employee has been granted the Award as a consequence of the commercial relationship between the Company and the Company’s Subsidiary in Mexico that employs the Employee, and the Company’s Subsidiary in Mexico is the Employee’s sole employer. Based on the foregoing: (a) the Employee expressly acknowledges that the Program and the benefits derived from participation in the Program do not establish any rights between the Employee and the Subsidiary in Mexico that employs the Employee; (b) the Program and the benefits derived from participation in the Program are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Employee; and (c) any modifications or amendments of the Program or benefits granted thereunder by the Company, or a termination of the Program by the Company, shall not constitute a change or impairment of the terms and conditions of the Employee’s employment with the Subsidiary in Mexico.

2. **Extraordinary Item of Compensation.** The Employee expressly recognizes and acknowledges that the Employee’s participation in the Program is a result of the discretionary and unilateral decision of the Company, as well as the Employee’s free and voluntary decision to participate in the Program in accord with the terms and conditions of the Program, the Employee’s Agreement and this Addendum. As such, the Employee acknowledges and agrees that the Company may, in its sole discretion, amend and/or discontinue the Employee’s participation in the Program at any time and without any liability. The

value of the Units is an extraordinary item of compensation outside the scope of the Employee's employment contract, if any. The Units are not part of the Employee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Employee.

NETHERLANDS

Waiver of Termination Rights. The Employee waives any and all rights to compensation or damages as a result of a Termination, insofar as those rights result or may result from: (a) the loss or diminution in value of such rights or entitlements under the Program; or (b) the Employee ceasing to have rights, or ceasing to be entitled to any Awards under the Program as a result of such Termination.

NEW ZEALAND

Securities Law Notice.

Warning

This is an offer of Units which, upon vesting and settlement in accordance with the terms of the Program and the Agreement, will be converted into Shares. Shares give you a stake in the ownership of Abbott Laboratories. You may receive a return if dividends are paid.

If Abbott Laboratories runs into financial difficulties and is wound up, you will be paid only after all creditors and holders of preference shares have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the vesting and settlement of the Units, you will not have any rights of ownership (e.g., voting rights) with respect to the underlying Shares.

No interest in any Units may be transferred (legally or beneficially), assigned, mortgaged, charged or encumbered.

The Shares are quoted on the New York Stock Exchange. This means that if you acquire Shares under the Plan, you may be able to sell them on the New York Stock Exchange if there are interested buyers. You may get less than you invested. The price will depend on the demand for the Shares.

You also are hereby notified that the documents listed below are available for review on sites at the web addresses listed below:

1. Abbott Laboratories' most recent Annual Report (Form 10-K): <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
2. Abbott Laboratories' most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements: <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
3. The Abbott Laboratories 2017 Incentive Stock Program: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.
4. Abbott Laboratories 2017 Incentive Stock Program Prospectus: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.

A copy of the above documents will be sent to you free of charge on written request being mailed to: Senior Manager, Equity Programs, Abbott Laboratories, D058G, AP6B-2, Abbott Park, IL 60064, USA.]

PAKISTAN

1. **Repatriation Requirements.** As a condition of this Award, the Employee agrees to repatriate all Dividend Equivalents and all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

2. **Exchange Control Obligations.** To the extent applicable, the Employee is required to comply with certain consent and reporting requirements to the State Bank of Pakistan (Pakistan's central bank) under the exchange control laws of Pakistan. As the exchange control regulations can change frequently and at times, without notice, the Employee should consult his or her legal advisor prior to acquiring or selling Shares under the Program to ensure compliance with current regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

PHILIPPINES

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

ROMANIA

1. Termination. A Termination shall include the situation where the Employee's employment contract is terminated by operation of law on the date the Employee reaches the standard retirement age and has completed the minimum contribution record for receipt of state retirement pension or the relevant authorities award the Employee an early-retirement pension of any type.
2. English Language. The Employee hereby expressly agrees that this Agreement, the Program as well as all documents, notices and proceedings entered into, relating directly or indirectly hereto, be drawn up or communicated only in the English language. ***Angajatul consimte în mod expres prin prezentul ca acest Contract, Programul precum și orice alte documente, notificări, înștiințări legate direct sau indirect de acest Contract să fie redactate sau efectuate doar în limba engleză.***

RUSSIA

1. Sale or Transfer of Shares. Notwithstanding anything to the contrary in the Program or the Agreement, the Employee shall not be permitted to sell or otherwise dispose of the Shares acquired pursuant to the Award in Russia. The Employee may sell the Shares only through a broker established and operating outside Russia.
2. Cash Payments to a Russian Bank Account. The Employee agrees to promptly repatriate proceeds resulting from the sale of Shares acquired under the Program to a foreign currency account at an authorized bank in Russia if legally required at the time Shares are sold and to comply with all applicable local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

SINGAPORE

Qualifying Person Exemption. The grant of the Award under the Program is being made pursuant to the "Qualifying Person" exemption under section 273(1) (f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (the "SFA"). The Program has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Employee should note that, as a result, the Award is subject to section 257 of the SFA and the Employee will not be able to make: (a) any subsequent sale of the Shares underlying the Award in Singapore; or (b) any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

SOUTH AFRICA

1. Withholding Taxes. The following provision supplements Section 7 of the Agreement:

By accepting the Award, the Employee agrees to notify the Company's local affiliate in South Africa that employs the Employee (the "Employer") of the amount of any gain realized upon vesting of the Units. If the Employee fails to advise the Employer of the gain realized upon vesting of the Units, the Employee may be liable for a fine. The Employee will be responsible for paying any difference between the actual tax liability and the amount withheld.

2. Exchange Control Obligations. The Employee is solely responsible for complying with applicable exchange control regulations and rulings (the "Exchange Control Regulations") in South

Africa. As the Exchange Control Regulations change frequently and without notice, the Employee should consult the Employee's legal advisor prior to the acquisition or sale of Shares under the Program to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

3. Securities Law Information and Deemed Acceptance of Units. Neither the Units nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 (the "Companies Act") and is not subject to the supervision of any South African governmental authority.

Pursuant to Section 96(1)(g)(ii) of the Companies Act, the Units offer must be finalized within six (6) months following the date the offer is communicated to you. If you do not want to accept the Units, you are required to decline the Units no later than the six (6) months following the date the offer is communicated to you. If you do not reject the Units within six (6) months following the date the offer is communicated to you, you will be deemed to accept the Units.

SPAIN

1. Acknowledgement of Discretionary Nature of the Program; No Vested Rights

By accepting the Award, the Employee consents to participation in the Program and acknowledges receipt of a copy of the Program.

The Employee understands that the Company has unilaterally, gratuitously and in its sole discretion granted Units under the Program to individuals who may be employees of the Company or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, the Employee understands that the Units are granted on the assumption and condition that the Units and the Shares acquired upon settlement of the Units shall not become a part of any employment contract (either with the Company or any of its Subsidiaries) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Employee understands that this grant would not be made to the Employee but for the assumptions and conditions referenced above; thus, the Employee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason the Award shall be null and void.

The Employee understands and agrees that, as a condition of the Award, unless otherwise provided in Section 4 of the Agreement, any unvested Units as of the date the Employee ceases active employment will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of Termination. The Employee acknowledges that the Employee has read and specifically accepts the conditions referred to in the Agreement regarding the impact of a Termination on the Units.

2. Termination for Cause. Notwithstanding anything to the contrary in the Program or the Agreement, “Cause” shall be as defined as set forth in the Agreement, regardless of whether the Termination is considered a fair termination (i.e., “despido procedente”) under Spanish legislation.

SRI LANKA

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UKRAINE

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UNITED KINGDOM

1. Withholding Taxes. The following provision supplements Section 7 of the Agreement.

If payment or withholding of the income tax due in connection with the Award is not made within 90 days after the end of the U.K. tax year in which the event giving rise to the income tax liability occurred or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Employee to the Subsidiary in the United Kingdom that employs the Employee (the “Employer”), effective as of the Due Date. The Employee agrees that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue & Customs (“HMRC”), it shall be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in Section 7 of the Agreement. Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she shall not be eligible for a loan from the Company to cover the income tax liability. In the event that the Employee is a director or executive officer and the income tax is not collected from or paid by him or her by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Employee on which additional income tax and national insurance contributions (“NICs”) will be payable. The Employee will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime, and for reimbursing the Company or the Employer (as applicable) the value of any employee NICs due on this additional benefit.

2. Exclusion of Claim. The Employee acknowledges and agrees that the Employee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Employee’s ceasing to have rights under or to be entitled to the Units, whether or not as a result of Termination (whether the Termination is in breach of contract or otherwise), or from the loss or diminution in value of the Units. Upon the grant of the Award, the Employee shall be deemed to have waived irrevocably any such entitlement.

UZBEKISTAN

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

VIETNAM

Settlement in Cash. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 11 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

ABBOTT LABORATORIES

RESTRICTED STOCK AGREEMENT

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Employee”) a Restricted Stock Award (the “Award”) of «NoShares12345» Shares.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company or any of its Subsidiaries.
-
- (c) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (d) *Controlled Group:*
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. (“TAP”) joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
 - (e) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (f) *Disability:* Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.
 - (g) *Employee Agreement:* The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
 - (h) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (i) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (j) *Retirement:*
 - (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:

- age 50 with 10 years of service;
- age 65 with at least three (3) years of service; or
- age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.

- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iv) For purposes of calculating service under this Section 1(j), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.
- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.

(k) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries.

2. **Shareholder Rights.** Subject to the conditions below, the Employee shall have all the rights of a shareholder with respect to the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be “Shares” hereunder) including the right to vote and to receive all cash dividends or other cash distributions paid or made with respect to the Shares regardless of whether the Restrictions described below are in effect.
3. **Restrictions.** The Shares are subject to the forfeiture provisions in Sections 5 and 6 below. The Shares are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the “Restrictions”) until an event or combination of events described in subsections 4(a), (b), (c) or (d) occurs.
4. **Lapse of Restrictions.** Subject to the provisions of Sections 5 and 6 below:
 - (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries, the Restrictions on one-third of the Shares will lapse on each of the first three (3) anniversaries of the Grant Date until, on the third anniversary of the Grant Date, 100% of the Shares are no longer subject to the Restrictions.

- (b) *Retirement.* If the Employee’s Termination occurs due to Retirement, then any Restrictions remaining after the date of such Retirement shall continue to lapse on the anniversaries of the Grant Date as set forth in subsection 4(a) above as if the Employee had remained employed on such dates.
 - (c) *Death.* The Restrictions shall lapse on the date of the Employee’s Termination due to death.
 - (d) *Disability.* The Restrictions shall lapse on the date the Employee incurs 12 consecutive months of Disability.
5. **Effect of Certain Bad Acts.** Any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.
 6. **Forfeiture of Shares.** In the event of the Employee’s Termination for any reason other than Retirement, death, or Disability, any Shares with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee’s Representative. In the event that the Employee is terminated by the Company other than for Cause, the Company may, in its sole discretion, cause Restrictions on some or all of the Shares to lapse on the dates set forth in subsection 4(a) above as if the Employee had remained employed on such dates.
 7. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:

- (a) having the Company withhold Shares;
- (b) tendering Shares received in connection with the Award back to the Company;
- (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (d) selling Shares issued pursuant to the Award and having the Company withhold from proceeds of the sale of such Shares;
- (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable

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pursuant to the Award that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Award, subject to the Restrictions set forth in this Agreement.

8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
 - (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
9. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.
10. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan, investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.
11. **Data Privacy.**
 - (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent

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holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.

- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the

Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.

- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
- (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

12. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Award, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.

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13. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
14. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
15. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program, and/or accommodate the Employee's relocation.
16. **Code Section 409A.** The Award is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Award is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
18. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and

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each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By _____
Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
RESTRICTED STOCK AGREEMENT**

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Employee”) a Restricted Stock Award (the “Award”) of «NoShares12345» Shares.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any

 activity, employment or business which is competitive with the Company or any of its Subsidiaries.
 - (c) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (d) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (e) *Disability:* Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.
 - (f) *Employee Agreement:* The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
 - (g) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (h) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (i) *Termination:* A severance of employment for any reason (including retirement) from the Company and all Subsidiaries.
2. **Shareholder Rights.** Subject to the conditions below, the Employee shall have all the rights of a shareholder with respect to the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be “Shares” hereunder) including the right to vote and to receive all cash dividends or other cash distributions paid or made with respect to the Shares regardless of whether the Restrictions described below are in effect.
3. **Restrictions.** The Shares are subject to the forfeiture provisions in Sections 5 and 6 below. The Shares are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the “Restrictions”) until the earliest to occur of the events described in subsection 4(a), (b), or (c).
4. **Lapse of Restrictions.** Subject to the provisions of Sections 5 and 6 below:

- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries, the Restrictions on 100% of the Shares will lapse on the third anniversary of the Grant Date.

- (b) *Death.* The Restrictions shall lapse on the date of the Employee's Termination due to death.
- (c) *Disability.* The Restrictions shall lapse on the date the Employee incurs 12 consecutive months of Disability.

5. **Effect of Certain Bad Acts.** Any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.
6. **Forfeiture of Shares.** In the event of the Employee's Termination for any reason other than death or Disability, any Shares with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause, the Company may, in its sole discretion, cause Restrictions on some or all of the Shares to lapse on the date set forth in subsection 4(a) above as if the Employee had remained employed on such date.
7. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
- (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Award back to the Company;
 - (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (d) selling Shares issued pursuant to the Award and having the Company withhold from proceeds of the sale of such Shares;
 - (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
 - (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Award that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Award, subject to the Restrictions set forth in this Agreement.

8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
9. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.
10. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan, investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.
11. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and

- (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be

required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.

- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 12. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Award, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
- 13. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
- 14. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
- 15. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program, and/or accommodate the Employee's relocation.
- 16. **Code Section 409A.** The Award is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Award is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any

through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
18. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK AGREEMENT

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) a Performance Restricted Stock Award (the “Award”) of «**NoShares12345**» Shares.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control. This Award is intended to conform with the qualified performance-based compensation requirements of Section 162(m) of the Code and the regulations thereunder, to the extent applicable, and shall be construed accordingly.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Performance Restricted Stock Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any
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- activity, employment or business which is competitive with the Company or any of its Subsidiaries.
- (c) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (d) *Controlled Group:*
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. (“TAP”) joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
 - (e) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (f) *Disability:* Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.
 - (g) *Employee Agreement:* The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
 - (h) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (i) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (j) *Retirement:*

- (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
- age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.

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- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iv) For purposes of calculating service under this Section 1(j), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.
- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.

(k) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries.

2. **Shareholder Rights.** Subject to the conditions below, the Employee shall have all the rights of a shareholder with respect to the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be “Shares” hereunder) including the right to vote and to receive all cash dividends or other cash distributions paid or made with respect to the Shares regardless of whether the Restrictions described below are in effect.
3. **Restrictions.** The Shares are subject to the forfeiture provisions in Sections 5 and 6 below. The Shares are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the “Restrictions”) until an event or combination of events described in subsections 4(a), (b), (c) or (d) occurs.
4. **Lapse of Restrictions.** Subject to the provisions of Sections 5 and 6 below:
- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries:

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- (i) the Restrictions on one-third of the Shares will lapse on the last business day of February 201 , provided the Company’s prior year return on equity is a minimum of 12 percent;
- (ii) the Restrictions on an additional one-third of the total number of Shares will lapse on the last business day of February 201 , provided the Company’s prior year return on equity is a minimum of 12 percent;
- (iii) the Restrictions on an additional one-third of the total number of Shares will lapse on the last business day of February 201 , provided the Company’s prior year return on equity is a minimum of 12 percent; and
- (iv) any Shares for which Restrictions have not previously lapsed on the dates described in subsections 4(a)(i), (ii), and (iii) above shall remain outstanding and the Restrictions shall lapse on the last business day of February 202 and/or 202 , provided that the Company’s applicable prior year return on equity is a minimum of 12 percent, and provided further that no more than one-third of the Shares will vest in any one (1) year.
- (b) *Retirement.* The Restrictions shall continue to apply in the event of the Employee’s Termination due to Retirement, but may lapse thereafter in accordance with the provisions of subsection 4(a) above as if the Employee had remained employed.
- (c) *Death.* The Restrictions shall lapse on the date of the Employee’s Termination due to death.
- (d) *Disability.* The Restrictions shall lapse on the date the Employee incurs 12 consecutive months of Disability.

5. **Effect of Certain Bad Acts.** Any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.
6. **Forfeiture of Shares.** In the event of the Employee's Termination for any reason other than Retirement, death or Disability, any Shares with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause, the Company may, in its sole discretion, cause Restrictions on some or all of the Shares to lapse on the dates set forth in subsection 4(a) above as if the Employee had remained employed on such dates.
7. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:

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- (a) having the Company withhold Shares;
- (b) tendering Shares received in connection with the Award back to the Company;
- (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (d) selling Shares issued pursuant to the Award and having the Company withhold from proceeds of the sale of such Shares;
- (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Award that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Award, subject to the Restrictions set forth in this Agreement.

8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
9. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.
10. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan,

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investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.

11. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on

the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.

- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;

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- (ii) verify the content, origin and accuracy of the Data;
- (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 12. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Award, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
- 13. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
- 14. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
- 15. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program and/or accommodate the Employee's relocation.
- 16. **Code Section 409A.** The Award is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Award is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

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Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
18. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK AGREEMENT**

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) a Performance Restricted Stock Award (the “Award”) of «**NoShares12345**» Shares.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control. This Award is intended to conform with the qualified performance-based compensation requirements of Section 162(m) of the Code and the regulations thereunder, to the extent applicable, and shall be construed accordingly.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Performance Restricted Stock Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any
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- activity, employment or business which is competitive with the Company or any of its Subsidiaries.
- (c) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (d) *Controlled Group:*
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. (“TAP”) joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
 - (e) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (f) *Disability:* Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.
 - (g) *Employee Agreement:* The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
 - (h) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (i) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (j) *Retirement:*

- (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
- age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.

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- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iv) For purposes of calculating service under this Section 1(j), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.
- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.

(k) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries.

2. **Shareholder Rights.** Subject to the conditions below, the Employee shall have all the rights of a shareholder with respect to the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be “Shares” hereunder) including the right to vote and to receive all cash dividends or other cash distributions paid or made with respect to the Shares regardless of whether the Restrictions described below are in effect.
3. **Restrictions.** The Shares are subject to the forfeiture provisions in Sections 5 and 6 below. The Shares are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the “Restrictions”) until an event or combination of events described in subsections 4(a), (b), (c) or (d) occurs.
4. **Lapse of Restrictions.** Subject to the provisions of Sections 5 and 6 below:
- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries:

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- (i) the Restrictions on one-third of the Shares will lapse on «**M_1st_yr_vest**», provided the Company’s prior year return on equity is a minimum of 12 percent;
- (ii) the Restrictions on an additional one-third of the total number of Shares will lapse on «**M_2nd_yr_vest**», provided the Company’s prior year return on equity is a minimum of 12 percent;
- (iii) the Restrictions on an additional one-third of the total number of Shares will lapse on «**M_3rd_yr_vest**», provided the Company’s prior year return on equity is a minimum of 12 percent; and
- (iv) any Shares for which Restrictions have not previously lapsed on the dates described in subsections 4(a)(i), (ii), and (iii) above shall remain outstanding and the Restrictions shall lapse on <<**month and date of grant**>>, «**4th_yr_vest**» and/or «**5th_yr_vest**», provided that the Company’s applicable prior year return on equity is a minimum of 12 percent, and provided further that no more than one-third of the Shares will vest in any one (1) year.
- (b) *Retirement.* The Restrictions shall continue to apply in the event of the Employee’s Termination due to Retirement, but may lapse thereafter in accordance with the provisions of subsection 4(a) above as if the Employee had remained employed.
- (c) *Death.* The Restrictions shall lapse on the date of the Employee’s Termination due to death.
- (d) *Disability.* The Restrictions shall lapse on the date the Employee incurs 12 consecutive months of Disability.

5. **Effect of Certain Bad Acts.** Any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.
6. **Forfeiture of Shares.** In the event of the Employee's Termination for any reason other than Retirement, death, or Disability, any Shares with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause, the Company may, in its sole discretion, cause Restrictions on some or all of the Shares to lapse on the dates set forth in subsection 4(a) above as if the Employee had remained employed on such dates.
7. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:

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- (a) having the Company withhold Shares;
- (b) tendering Shares received in connection with the Award back to the Company;
- (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (d) selling Shares issued pursuant to the Award and having the Company withhold from proceeds of the sale of such Shares;
- (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Award that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Award, subject to the Restrictions set forth in this Agreement.

8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
9. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.
10. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan,

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investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.

11. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on

the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.

- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;

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- (ii) verify the content, origin and accuracy of the Data;
- (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 12. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Award, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
- 13. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
- 14. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
- 15. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program, and/or accommodate the Employee's relocation.
- 16. **Code Section 409A.** The Award is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Award is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

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Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
18. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
NON-QUALIFIED STOCK OPTION AGREEMENT**

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) an Option (the “Option”) to purchase a total of «**NoShares12345**» Shares, at the price of \$«**Option_Price**» per Share (the “Exercise Price”), such price being not less than 100% of the Fair Market Value of the Shares on the Grant Date.

The Option is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Option granted to the Employee are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Non-Qualified Stock Option Agreement.
 - (b) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (c) *Controlled Group:*
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414(b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. (“TAP”) joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
 - (d) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (e) *Disability:* Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.
-
- (f) *Employee Agreement:* The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
 - (g) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (h) *Option:* The Non-Qualified Stock Option granted pursuant to this Agreement.
 - (i) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (j) *Retirement:*
 - (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
 - age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.
 - (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
 - (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.

- (iv) For purposes of calculating service under this Section 1(j), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.
- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this

Agreement that Employee will continue to be treated as meeting the definition of Retirement.

- (k) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries.

2. **Term of Option.** Subject to Sections 5 and 6, the Employee may exercise all or a portion of the vested Option at any time prior to the 10th anniversary of the Grant Date (the “Expiration Date”); provided that the Option may be exercised with respect to whole Shares only. In no event shall the Option be exercisable on or after the Expiration Date. To the extent the Option is not exercised prior to the Expiration Date (or any earlier expiration of the Option pursuant to Sections 5 and 6), it shall be canceled and forfeited.

3. **Vesting.** Subject to Section 6, the Option shall vest and become exercisable as follows:

- (a) on the first anniversary of the Grant Date, one-third of the total number of Shares may be purchased;
- (b) on the second anniversary of the Grant Date, two-thirds of the total number of Shares may be purchased; and
- (c) on the third anniversary of the Grant Date, the Option may be exercised in full.

The Option is not earned and the Employee has no right to purchase the underlying Shares until an event described above occurs. The vesting described above is cumulative, so that at each vesting date an additional amount of Shares is available for purchase and remains available until the Option’s Expiration Date or such earlier date determined pursuant to Section 5 or 6 below.

4. **Exercise of the Option.** To the extent vested, the Option may be exercised in whole or in part as follows:

- (a) *Who May Hold/Exercise the Option.*

- (i) **General Rule - Exercise by Employee Only.** During the lifetime of the Employee, the Option may be exercised only by the Employee or the Employee’s Representative.
- (ii) **Death Exception.** If the Employee dies, then the Option may be exercised only by the executor or administrator of the estate of the Employee or the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution. Such person(s) shall furnish the appropriate tax clearances, proof of the right of such person(s) to exercise the Option, and other pertinent data as the Company may deem necessary.
- (iii) **Transferability.** Except as otherwise provided by the Committee or its delegate, the Option is not transferable other than by will or the laws of descent and distribution. It may not be assigned, transferred (except by will or the laws of descent and distribution), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be

subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void.

- (b) *Method of Exercise.* The Option may be exercised only by:

- (i) delivery to the designated employee or agent of the Company of a written, electronic, or telephonic notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and payment of the full Exercise Price of the Shares being purchased in cash or with other Shares held by the Employee having a then Fair Market Value equal to the Exercise Price;
- (ii) delivery of a properly-executed exercise notice together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the Exercise Price;
- (iii) a combination of (i) and (ii) above; or
- (iv) any other manner approved by the Committee from time to time.

Each method of exercise requires payment of the full amount of any federal, state, local or other applicable taxes which the Company believes are required to be withheld and paid with respect to such exercise, as described below.

- (c) **Payment of Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising in

connection with the receipt or exercise of the Option by, without limitation:

- (i) having the Company withhold Shares;
- (ii) tendering Shares received in connection with the Option back to the Company;
- (iii) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (iv) selling Shares issued pursuant to the Option and having the Company withhold from the proceeds of the sale of such Shares;
- (v) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (vi) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax

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withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Option that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Option, subject to the Restrictions set forth in this Agreement.

5. **Effect of Termination or Death on the Option.**

- (a) *Termination due to Retirement.* Subject to Section 6 below, in the event of Termination due to Retirement, then (regardless of any subsequent death of the Employee) the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
- (b) *Termination due to Disability.* Subject to Section 6 below, in the event of Termination due to Disability, then (regardless of any subsequent death of the Employee) the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
- (c) *Termination due to Death of the Employee.* In the event of the death of the Employee during employment, the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
- (d) *Termination for Reason Other than Retirement, Disability or Death.*
 - (i) **Options Granted Within Nine (9) Months of Termination.** Any Option granted less than nine (9) months prior to a Termination other than for Retirement, Disability or death shall be cancelled and forfeited immediately upon such Termination.
 - (ii) **Options Granted Nine (9) Months or More Prior to Termination.** Subject to Section 6 below, an Option granted nine (9) months or more prior to a Termination for any reason other than Retirement, Disability or death, will continue to vest and shall be exercisable to the extent permitted by Section 3 for a three-month period after the Employee's effective date of Termination, but in no event shall such Option be exercised on or after the Expiration Date. In the event of the death of the Employee during the three-month period after the Employee's effective date of Termination, the Option shall continue to vest and be exercisable for a three-month period measured from the date of death, but in no event shall such Option be exercised on or after the Expiration Date.

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6. **Effect of Certain Bad Acts.** The Option shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee:

- (a) commits a material breach of the terms and conditions of the Employee's employment, including, but not limited to:
 - (i) material breach by the Employee of the Code of Business Conduct;
 - (ii) material breach by the Employee of the Employee's Employee Agreement;
 - (iii) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee's duties or in the course of the Employee's employment;

- (iv) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (v) failure by the Employee to substantially perform the duties of the Employee's employment (other than any such failure resulting from the Employee's Disability); or
 - (b) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company or any of its Subsidiaries.
7. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
8. **No Contract as of Right.** The grant of an Option under the Program does not create any contractual or other right to receive additional Options or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Option grants, if any, and their terms and conditions, will be at the sole discretion of the Committee.
9. **No Right to Compensation.** Neither this Option, Shares issued upon its exercise, any excess of market value over Exercise Price, nor any other rights, benefits, values or interest resulting from the granting of the Option shall be considered as compensation for purposes of any pension or retirement plan, insurance plan, investment or stock purchase plan, or any other employee benefit plan of the Company or any of its Subsidiaries. Unless expressly provided by the Company in writing, any value associated with the

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Option is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

10. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
 - (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
 - (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.

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- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;

- (ii) verify the content, origin and accuracy of the Data;
- (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

11. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Option, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
12. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Option and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Option. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
13. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
14. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program and/or accommodate the Employee's relocation.
15. **Code Section 409A.** The Option is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Option is

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subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

16. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
17. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
NON-QUALIFIED STOCK OPTION AGREEMENT**

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) an Option (the “Option”) to purchase a total of «**NQSOs**» Shares, at the price of \$«**Option_Price**» per Share (the “Exercise Price”), such price being not less than 100% of the Fair Market Value of the Shares on the Grant Date.

The Option is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Option granted to the Employee are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Non-Qualified Stock Option Agreement.
 - (b) *Code of Business Conduct:* The Company’s Code of Business Conduct, as amended from time to time.
 - (c) *Controlled Group:*
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. (“TAP”) joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
 - (d) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee’s name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee’s favor, for the purpose of managing and administering the Program.
 - (e) *Disability:* Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.
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- (f) *Employee’s Representative:* The Employee’s legal guardian or other legal representative.
 - (g) *Option:* The Non-Qualified Stock Option granted pursuant to this Agreement.
 - (h) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (i) *Retirement:*
 - (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
 - age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.
 - (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
 - (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
 - (iv) For purposes of calculating service under this Section 1(i), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part

- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.

- (j) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries. Any Termination shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary, and employment shall not be extended by any statutory or common law notice of termination period.

2. **Term of Option.** Subject to Sections 5 and 6, the Employee may exercise all or a portion of the vested Option at any time prior to the 10th anniversary of the Grant Date (the "Expiration Date"); provided that the Option may be exercised with respect to whole Shares only. In no event shall the Option be exercisable on or after the Expiration Date. To the extent the Option is not exercised prior to the Expiration Date (or any earlier expiration of the Option pursuant to Sections 5 and 6), it shall be canceled and forfeited.

3. **Vesting.** Subject to Section 6, the Option shall vest and become exercisable as follows:

- (a) on the first anniversary of the Grant Date, one-third of the total number of Shares may be purchased;
- (b) on the second anniversary of the Grant Date, two-thirds of the total number of Shares may be purchased; and
- (c) on the third anniversary of the Grant Date, the Option may be exercised in full.

The Option is not earned and the Employee has no right to purchase the underlying Shares until an event described above occurs. The vesting described above is cumulative, so that at each vesting date an additional amount of Shares is available for purchase and remains available until the Option's Expiration Date or such earlier date determined pursuant to Section 5 or 6 below.

4. **Exercise of the Option.** To the extent vested, the Option may be exercised in whole or in part as follows:

(a) *Who May Hold/Exercise the Option.*

- (i) **General Rule - Exercise by Employee Only.** During the lifetime of the Employee, the Option may be exercised only by the Employee or the Employee's Representative.
- (ii) **Death Exception.** If the Employee dies, then the Option may be exercised only by the executor or administrator of the estate of the Employee or the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution. Such person(s) shall furnish the appropriate tax clearances, proof of the right of such person(s) to exercise the Option, and other pertinent data as the Company may deem necessary.
- (iii) **Transferability.** Except as otherwise provided by the Committee or its delegate, the Option is not transferable other than by will or the laws of descent and distribution. It may not be assigned, transferred (except by will or the laws of descent and distribution), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be

subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void.

(b) *Method of Exercise.* Subject to the requirements of local law, the Option may be exercised only by:

- (i) delivery to the designated employee or agent of the Company of a written, electronic, or telephonic notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and payment of the full Exercise Price of the Shares being purchased in cash or with other Shares held by the Employee having a then Fair Market Value equal to the Exercise Price;
- (ii) delivery of a properly-executed exercise notice together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the Exercise Price;
- (iii) a combination of (i) and (ii) above; or
- (iv) any other manner approved by the Committee from time to time.

Each method of exercise requires payment of the full amount of any federal, state, local or other applicable taxes which the Company believes are required to be withheld and paid with respect to such exercise, as described below.

- (c) *Payment of Taxes.* The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising in connection with the receipt or exercise of the Option by, without limitation:

- (i) having the Company withhold Shares;
- (ii) tendering Shares received in connection with the Option back to the Company;
- (iii) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (iv) selling Shares issued pursuant to the Option and having the Company withhold from the proceeds of the sale of such Shares;
- (v) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (vi) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

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Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Option that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Option.

5. **Effect of Termination or Death on the Option.** By accepting this Option grant, the Employee acknowledges that, except as otherwise provided in this Agreement, in the event of Termination (whether or not in breach of local labor laws), the Employee's right to vest in the Option under the Program, if any, will terminate effective as of the date that the Employee is no longer actively employed and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law) and that the Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of this Option grant.
- (a) *Termination due to Retirement.* Subject to Section 6 below, in the event of Termination due to Retirement, then (regardless of any subsequent death of the Employee) the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
 - (b) *Termination due to Disability.* Subject to Section 6 below, in the event of Termination due to Disability, then (regardless of any subsequent death of the Employee) the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
 - (c) *Termination due to Death of the Employee.* In the event of the death of the Employee during employment, the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
 - (d) *Termination for Reason Other than Retirement, Disability or Death.*
 - (i) **Options Granted Within Nine (9) Months of Termination.** Any Option granted less than nine (9) months prior to a Termination other than for Retirement, Disability or death shall be cancelled and forfeited immediately upon such Termination.
 - (ii) **Options Granted Nine (9) Months or More Prior to Termination.** Subject to Section 6 below, an Option granted nine (9) months or more prior to a Termination for any reason other than Retirement, Disability or death, will continue to vest and shall be exercisable to the extent permitted by Section 3 for a three-month period after the Employee's effective date of Termination, but in no event shall such Option be exercised on or after the Expiration Date. In the event of the death of the Employee during

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the three-month period after the Employee's effective date of Termination, the Option shall continue to vest and be exercisable for a three-month period measured from the date of death, but in no event shall such Option be exercised on or after the Expiration Date.

6. **Effect of Certain Bad Acts.** The Option shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee:
- (a) commits a material breach of the terms and conditions of the Employee's employment, including, but not limited to:
 - (i) material breach by the Employee of the Code of Business Conduct;
 - (ii) material breach by the Employee of the Employee's employment contract, if any;
 - (iii) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee's duties or in the course of the Employee's employment;

- (iv) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
- (v) failure by the Employee to substantially perform the duties of the Employee's employment (other than any such failure resulting from the Employee's Disability); or
- (b) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company or any of its Subsidiaries.

7. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:

- (a) form an employment contract or relationship with the Company or its Subsidiaries;
- (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
- (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.

8. **Nature of Grant.** In accepting this Option grant, the Employee acknowledges that:

- (a) The Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;

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- (b) This Option award is a one-time benefit and does not create any contractual or other right to receive future grants of Options, benefits in lieu of Options, or other Program benefits in the future, even if Options have been granted repeatedly in the past;
- (c) All decisions with respect to future Option grants, if any, and their terms and conditions, will be made by the Committee, in its sole discretion;
- (d) Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
- (e) The Employee is voluntarily participating in the Program;
- (f) The Option and Shares subject to the Option are:
 - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
 - (ii) not intended to replace any pension rights or compensation;
 - (iii) not part of the Employee's normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or its Subsidiaries;
- (g) The future value of the Shares underlying the Option is unknown and cannot be predicted with certainty;
- (h) In consideration of this Option award, no claim or entitlement to compensation or damages shall arise from the Option resulting from Termination (for any reason whatsoever) and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
- (i) The Option and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
- (j) Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Option, the amount realized upon exercise of the Option or the amount realized upon a subsequent sale of any Shares acquired upon exercise of the Option, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

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9. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:

- (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
- (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and

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- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

10. **Private Placement.** This Option grant is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this Option grant is not subject to the supervision of the local securities authorities.
11. **Exchange Controls.** As a condition to this Option grant, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
12. **Compliance with Applicable Laws and Regulations.**
- (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
 - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the issuance of Shares upon exercise of the Option, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Employee has become subject to tax in more than one (1) jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction.
13. **Code Section 409A.** The Option is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Option is subject to Code Section 409A and this Agreement fails to comply with that section's

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requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

14. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Option, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
15. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Option and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
16. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
17. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
18. **Addendum.** This Option grant shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Employee's country. Moreover, if the Employee relocates to one of the countries included in the Addendum, the special terms

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and conditions for such country will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's relocation). The Addendum constitutes part of this Agreement.

19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
20. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Employee and the Company regarding the Option and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Option. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
21. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
22. **Language.** If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

ADDENDUM TO THE ABBOTT LABORATORIES NON-QUALIFIED STOCK OPTION AGREEMENT

In addition to the terms and conditions set forth in the Agreement, the Option is subject to the following terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Program. If the Employee is employed in a country identified in the Addendum, the additional terms and conditions for such country shall apply. If the employee transfers residence and/or employment to a country identified in the Addendum, the additional terms and conditions for such country shall apply to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary and advisable to comply with local law or to facilitate administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's transfer).

AUSTRALIA

1. **Breach of Law.** Notwithstanding anything to the contrary in the Agreement or the Program, the Employee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Program if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits.

2. **Australian Offer Document.** In addition to the Agreement and the Program, the Employee must review the Australian Offer Document and the Australian Addendum to the Program for additional important information pertaining to the Option. Both of these documents can be accessed via the UBS website at www.ubs.com/onesource/abt. By accepting the Option, the Employee acknowledges and confirms that the Employee has reviewed these documents.

BRAZIL

Labor Law Acknowledgment. The Employee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Program are the result of commercial transactions unrelated to the Employee's employment; (ii) the Agreement and the Program are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the Option, if any, is not part of the Employee's remuneration from employment.

CANADA

1. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.***

2. **Exercise of the Option — No Tendering Previously-Owned Shares.** Notwithstanding Section 4 of the Agreement or any other provision in the Agreement or Program to the contrary, if the Employee is resident in Canada, the Employee may not tender Shares that the Employee owns to pay the Exercise Price or taxes in connection with the Option.

CHILE

Private Placement. The following provision shall replace Section 10 of the Agreement:

The grant of the Option hereunder is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) The starting date of the offer will be the Grant Date (as defined in the Agreement), and this offer conforms to General Ruling no. 336 of the Chilean Superintendence of Securities and Insurance;
 - b) securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Superintendence of Securities and Insurance, and therefore such securities are not subject to its oversight;
 - c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Superintendence of Securities and Insurance; and
 - d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.
- a) *La fecha de inicio de la oferta será el de la fecha de otorgamiento (o "Grant Date", según este término se define en el documento denominado "Agreement") y esta oferta se acoge a la norma de Carácter General n° 336 de la Superintendencia de Valores y Seguros Chilena;*
 - b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Superintendencia de Valores y Seguros Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
 - c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*

- d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*

CHINA

The following provisions shall govern the Employee's participation in the Program if the Employee is a national of the People's Republic of China ("China") resident in mainland China, or if determined to be necessary or appropriate by the Company in its sole discretion:

1. **Mandatory Full Cashless Exercise.** Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.
2. **Foreign Exchange Control Laws.** As a condition of the Option, the Employee understands and agrees that, due to the exchange control laws in China, the Employee will be required to immediately repatriate the cash proceeds resulting from the cashless exercise of the Option to China.

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The Employee understands and agrees that the repatriation of sales proceeds may need to be effected through a special exchange control account established by the Company or its Subsidiaries, and the Employee hereby consents and agrees that sales proceeds from the sale of Shares acquired under the Program may be transferred to such account by the Company on the Employee's behalf prior to being delivered to the Employee. The sales proceeds may be paid to the Employee in U.S. dollars or local currency at the Company's discretion. If the sales proceeds are paid to the Employee in U.S. dollars, the Employee understands that the Employee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the sales proceeds are paid to the Employee in local currency, the Employee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and proceeds to local currency due to exchange control restrictions. The Employee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Employee. The Employee further agrees to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future in order to facilitate compliance with exchange control requirements in China. The Employee agrees to be subject to these restrictions even after Termination.

Notwithstanding anything to the contrary in the Program or the Agreement, in the event of an Employee's Termination other than due to Retirement, the Employee shall be required to exercise the Option (to the extent outstanding, vested and otherwise permitted under the Agreement) and/or sell all Shares issued pursuant to the Program no later than 90 days after the date of Termination (or such other period as may be required by the State Administration of Foreign Exchange ("SAFE")), and repatriate the sales proceeds to China in the manner designated by the Company. Notwithstanding the foregoing, in the event of an Employee's Termination by reason of Retirement, the Employee shall be required to exercise the Option (to the extent outstanding, vested and otherwise permitted under the Agreement) and/or sell all Shares issued pursuant to the Program no later than 180 days after the date of such Retirement (or such other period as may be required by the SAFE), and repatriate the sales proceeds to China in the manner designated by the Company.

Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses the Employee may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company's operation and enforcement of the Program, the Agreement and the Option in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

CROATIA

Mandatory Full Cashless Exercise. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.

DENMARK

Treatment of Options upon Termination. Notwithstanding any provisions in the Agreement to the contrary, if the Employee is determined to be an "Employee," as defined in section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the "Stock Option Act"), the treatment of the Option upon a Termination shall be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Program governing the

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treatment of the Option upon a Termination are more favorable, the provisions of the Agreement or the Program will govern.

FINLAND

Withholding of Tax-Related Items. Notwithstanding anything in Section 4(c) of the Agreement to the contrary, if the Employee is a local national of Finland, any Tax-Related Items shall be withheld only in cash from the Employee's regular salary/wages or other amounts payable to the Employee in cash, or such other withholding methods as may be permitted under the Program and allowed under local law.

FRANCE

1. **Nature of Grant.** The Option is not granted under the French specific regime provided by Articles L.225-177 and seq. of the French commercial code.
2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent***

avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

HONG KONG

1. Exercise of Option. If, for any reason, the Employee exercises the Option within six (6) months of the Grant Date, the Employee agrees that he or she will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.
2. IMPORTANT NOTICE. WARNING: The contents of the Agreement, the Addendum, the Program, and all other materials pertaining to the Option and/or the Program have not been reviewed by any regulatory authority in Hong Kong. The Employee is hereby advised to exercise caution in relation to the offer thereunder. If the Employee has any doubts about any of the contents of the aforesaid materials pertaining to the Option, the Employee should obtain independent professional advice.
3. Wages. The Option and Shares underlying the Option do not form part of the Employee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

INDIA

Repatriation Requirements. As a condition to this Option grant, the Employee agrees to repatriate all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

ISRAEL

Indemnification for Tax Liabilities. As a condition of the grant of the Option, the Employee expressly consents and agrees to indemnify the Company and/or its Subsidiaries and hold them harmless from any and all liability attributable to taxes, interest or penalties thereon, including without limitation, liabilities relating to the necessity to withhold any taxes.

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ITALY

Mandatory Full Cashless Exercise. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.

MEXICO

1. Commercial Relationship. The Employee expressly acknowledges that the Employee's participation in the Program and the Company's grant of the Option does not constitute an employment relationship between the Employee and the Company. The Employee has been granted the Option as a consequence of the commercial relationship between the Company and the Company's Subsidiary in Mexico that employs the Employee, and the Company's Subsidiary in Mexico is the Employee's sole employer. Based on the foregoing: (a) the Employee expressly acknowledges that the Program and the benefits derived from participation in the Program do not establish any rights between the Employee and the Subsidiary in Mexico that employs the Employee; (b) the Program and the benefits derived from participation in the Program are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Employee; and (c) any modifications or amendments of the Program or benefits granted thereunder by the Company, or a termination of the Program by the Company, shall not constitute a change or impairment of the terms and conditions of the Employee's employment with the Subsidiary in Mexico.
2. Extraordinary Item of Compensation. The Employee expressly recognizes and acknowledges that the Employee's participation in the Program is a result of the discretionary and unilateral decision of the Company, as well as the Employee's free and voluntary decision to participate in the Program in accord with the terms and conditions of the Program, the Agreement and this Addendum. As such, the Employee acknowledges and agrees that the Company may, in its sole discretion, amend and/or discontinue the Employee's participation in the Program at any time and without any liability. The value of the Option is an extraordinary item of compensation outside the scope of the Employee's employment contract, if any. The Option is not part of the Employee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Employee.

NETHERLANDS

Waiver of Termination Rights. The Employee waives any and all rights to compensation or damages as a result of a Termination, insofar as those rights result or may result from: (a) the loss or diminution in value of such rights or entitlements under the Program; or (b) the Employee ceasing to have rights, or ceasing to be entitled to any awards, under the Program as a result of such Termination.

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NEW ZEALAND

Securities Law Notice.

Warning

This is an offer of an Option which, upon exercise and settlement in accordance with the terms of the Program and the Agreement, will be converted into Shares. Shares give you a stake in the ownership of Abbott Laboratories. You may receive a return if dividends are paid.

If Abbott Laboratories runs into financial difficulties and is wound up, you will be paid only after all creditors and holders of preference shares have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the exercise and settlement of the Option, you will not have any rights of ownership (e.g., voting or dividend rights) with respect to the underlying Shares.

No interest in any Option may be transferred (legally or beneficially), assigned, mortgaged, charged or encumbered.

The Shares are quoted on the New York Stock Exchange. This means that if you acquire Shares under the Plan, you may be able to sell them on the New York Stock Exchange if there are interested buyers. You may get less than you invested. The price will depend on the demand for the Shares.

You also are hereby notified that the documents listed below are available for review on sites at the web addresses listed below:

1. Abbott Laboratories' most recent Annual Report (Form 10-K):
<https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
2. Abbott Laboratories' most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements:
<https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
3. The Abbott Laboratories 2017 Incentive Stock Program: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.
4. Abbott Laboratories 2017 Incentive Stock Program Prospectus: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.

A copy of the above documents will be sent to you free of charge on written request being mailed to: Senior Manager, Equity Programs, Abbott Laboratories, D058G, AP6B-2, Abbott Park, IL 60064, USA.

PAKISTAN

1. **Mandatory Full Cashless Exercise.** Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.
2. **Repatriation Requirements.** As a condition of this Option grant, the Employee agrees to repatriate all sales proceeds attributable to the cashless exercise of the Option acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.
3. **Exchange Control Obligations.** To the extent applicable, the Employee is required to comply with certain consent and reporting requirements to the State Bank of Pakistan (Pakistan's central bank) under the exchange control laws of Pakistan. As the exchange control regulations can change frequently and at times, without notice, the Employee should consult his or her legal advisor prior to exercising an Option or selling Shares under the Program to ensure compliance with current regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

PHILIPPINES

Mandatory Full Cashless Exercise. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.

ROMANIA

1. **Termination.** A Termination shall include the situation where the Employee's employment contract is terminated by operation of law on the date the Employee reaches the standard retirement age and has completed the minimum contribution record for receipt of state retirement pension or the relevant authorities award the Employee an early-retirement pension of any type.

2. **English Language.** The Employee hereby expressly agrees that this Agreement, the Program as well as all documents, notices and proceedings entered into, relating directly or indirectly hereto, be drawn up or communicated only in the English language. ***Angajatul consimte în mod expres prin prezentul ca acest Contract, Programul precum și orice alte documente, notificări, înștiințări legate direct sau indirect de acest Contract să fie redactate sau efectuate doar în limba engleză.***

RUSSIA

1. Sale or Transfer of Shares. Notwithstanding anything to the contrary in the Program or the Agreement, the Employee shall not be permitted to sell or otherwise dispose of the Shares acquired pursuant to the Option in Russia. The Employee may sell the Shares only through a broker established and operating outside Russia.

2. Cash Payments to a Russian Bank Account. The Employee agrees to promptly repatriate proceeds resulting from the sale of Shares acquired under the Program to a foreign currency account at an authorized bank in Russia if legally required at the time Shares are sold and to comply with all applicable local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

SINGAPORE

Qualifying Person Exemption. The grant of the Option under the Program is being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (the "SFA"). The Program has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of the prospectuses would not apply. The Employee should note that, as a result, the Option is subject to section 257 of the SFA and the Employee will not be able to make: (a) any subsequent sale of the Shares in Singapore; or (b) any offer of such subsequent sale of the Shares subject to the Option in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

SOUTH AFRICA

1. Withholding Taxes. The following provision supplements Section 4(c) of the Agreement:

By accepting the Option, the Employee agrees to notify the Company's local affiliate in South Africa that employs the Employee (the "Employer") of the amount of any gain realized upon exercise of the Option. If the Employee fails to advise the Employer of the gain realized upon exercise of the Option, the Employee may be liable for a fine. The Employee will be responsible for paying any difference between the actual tax liability and the amount withheld.

2. Exchange Control Obligations. The Employee is solely responsible for complying with applicable exchange control regulations and rulings (the "Exchange Control Regulations") in South Africa. As the Exchange Control Regulations change frequently and without notice, the Employee should consult the Employee's legal advisor prior to the acquisition or sale of Shares under the Program to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

3. Securities Law Information and Deemed Acceptance of Option. Neither the Option nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 (the "Companies Act") and is not subject to the supervision of any South African governmental authority.

Pursuant to Section 96(1)(g)(ii) of the Companies Act, the Option offer must be finalized within six (6) months following the date the offer is communicated to you. If you do not want to accept the Offer, you are required to decline the Option no later than the six (6) months following the date the offer is communicated to you. If you do not reject the Option within six (6) months following the date the offer is communicated to you, you will be deemed to accept the Option.

SPAIN

Acknowledgement of Discretionary Nature of the Program; No Vested Rights. By accepting the Option grant, the Employee consents to participation in the Program and acknowledges receipt of a copy of the Program.

The Employee understands that the Company has unilaterally, gratuitously and in its sole discretion granted Options under the Program to individuals who may be employees of the Company or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, the Employee understands that the Option is granted on the assumption and condition that the Option and the Shares acquired upon exercise of the Option shall not become a part of any employment contract (either with the Company or any of its Subsidiaries) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Employee understands that this grant would not be made to the Employee but for the assumptions and conditions referenced above; thus, the Employee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, the Option grant shall be null and void.

The Employee understands and agrees that, as a condition of the Option grant, unless otherwise provided in Section 5 of the Agreement, any unvested Option as of the date the Employee ceases active employment, and any vested portion of the Option not exercised within the post-termination exercise period set out in the Agreement, will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of Termination. The Employee acknowledges that the Employee has read and specifically accepts the conditions referred to in the Agreement regarding the impact of a Termination on the Option.

SRI LANKA

Mandatory Full Cashless Exercise. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.

SWEDEN

Exercise Procedures. Notwithstanding any provision in the Agreement to the contrary, if the Employee is a resident in Sweden, the Company may not limit the exercise method of the Option only to a cashless exercise.

UNITED KINGDOM

1. Payment of Taxes. The following provision supplements Section 4(c) of the Agreement.

If payment or withholding of the income tax due in connection with the Option is not made within 90 days after the end of the U.K. tax year in which the event giving rise to the income tax liability occurred or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Employee to the Subsidiary in the United Kingdom that employs the Employee (the “Employer”), effective as of the Due Date. The Employee agrees that the loan will bear interest at the then-current

official rate of Her Majesty’s Revenue & Customs (“HMRC”), it shall be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in Section 4(c) of the Agreement. Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she shall not be eligible for a loan from the Company to cover the income tax liability. In the event that the Employee is a director or executive officer and the income tax is not collected from or paid by him or her by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Employee on which additional income tax and national insurance contributions (“NICs”) will be payable. The Employee will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime, and for reimbursing the Company or the Employer (as applicable) the value of any employee NICs due on this additional benefit.

2. Exclusion of Claim. The Employee acknowledges and agrees that the Employee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Employee’s ceasing to have rights under or to be entitled to exercise the Option, whether or not as a result of Termination (whether the Termination is in breach of contract or otherwise), or from the loss or diminution in value of the Option. Upon the grant of the Option, the Employee shall be deemed to have waived irrevocably any such entitlement.

VIETNAM

Mandatory Full Cashless Exercise. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.

**ABBOTT LABORATORIES
RESTRICTED STOCK UNIT AGREEMENT**

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Employee”) a Restricted Stock Unit Award (the “Award”) of «NoShares12345» restricted stock units (the “Units”) representing the right to receive an equal number of Shares on a specified Delivery Date.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Unit Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any

 activity, employment or business which is competitive with the Company or any of its Subsidiaries.
 - (c) *Change in Control Agreement:* An Agreement Regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee, if any.
 - (d) *Change in Control Cause:* shall mean the occurrence of any of the following circumstances during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control: the willful engaging by the Employee in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company. For purposes of this definition, no act, or failure to act, on the Employee’s part shall be deemed “willful” unless done, or omitted to be done, by the Employee not in good faith and without reasonable belief that the Employee’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Change in Control Cause unless and until the Company delivers to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to the Employee and an opportunity for the Employee, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Employee was guilty of conduct set forth above and specifying the particulars thereof in detail.
 - (e) *Change in Control Good Reason:* shall mean the occurrence of any of the following circumstances without the Employee’s express written consent during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control:
 - (i) a significant adverse change in the nature, scope or status of the Employee’s position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an Employee officer of a public company, the Employee ceasing to be an Employee officer of a public company;
 - (ii) the failure by the Company to pay the Employee any portion of the Employee’s current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;
 - (iii) a reduction in the Employee’s annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;

- (iv) the failure by the Company to award the Employee an annual bonus in any year which is at least equal to the annual bonus, awarded to the Employee under the annual bonus plan of the Company for the year immediately preceding the year of the Change in Control;

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- (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;
- (vi) the failure by the Company to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability, vacation, Employee automobile, Employee tax or financial advice benefits or club dues;
- (vii) the relocation of the Company's principal Employee offices to a location more than 35 miles from the location of such offices immediately prior to the Change in Control or the Company requiring the Employee to be based anywhere other than the location where the Employee primarily performs services for the Company immediately prior to the Change in Control except for required travel for the Company's business to an extent substantially consistent with the Employee's business travel obligations immediately prior to the Change in Control; or
- (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform any Change in Control Agreement.

For purposes of any determination regarding the existence of Change in Control Good Reason, any good faith determination by the Employee that Change in Control Good Reason exists shall be conclusive.

- (f) *Code of Business Conduct*: The Company's Code of Business Conduct, as amended from time to time.
- (g) *Data*: Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.
- (h) *Disability*: As of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of at least six (6) months under (i) the terms of the Abbott Laboratories Long-Term Disability Plan (formerly known as the Extended Disability Plan) (the "LTD Plan"), or (ii) if the Employee's employer does not participate in the LTD Plan, such similar accident

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and health plan providing replacement benefits in which the Employee's employer participates.

- (i) *Employee Agreement*: The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
- (j) *Employee's Representative*: The Employee's legal guardian or other legal representative.
- (k) *Program*: The Abbott Laboratories 2017 Incentive Stock Program.
- (l) *Termination*: A severance of employment for any reason (including retirement) from the Company and all Subsidiaries.

2. **Delivery Date and Shareholder Rights.** The Delivery Date for Shares underlying the Units is the date on which the Shares are payable to the Employee pursuant to Section 4 below. Prior to the Delivery Date:

- (a) the Employee shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
- (b) the Employee shall not be permitted to vote the Shares underlying the Units; and
- (c) the Employee's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

The Employee shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the "Dividend Equivalents") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after the date the Employee has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Employee is entitled under this Section 2 is the calendar year

during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Employee shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 6 and 7 below. The Units are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the “Restrictions”) until the Units are settled.
4. **Lapse of Restrictions.** Subject to Sections 5, 6 and 7 below:

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- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries, the Restrictions on 100% of the Units will lapse on the third anniversary of the Grant Date (the “Delivery Date”). Units for which Restrictions have lapsed shall be settled in the form of Shares on the Delivery Date.
 - (b) *Death.* The Restrictions shall lapse on the date of the Employee’s Termination due to death, and the Units shall be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as administratively possible after, and effective as of, the date of death.
 - (c) *Disability.* The Restrictions shall lapse on the date of the Employee’s Disability, and the Units shall be settled in the form of Shares as soon as administratively possible after, and effective as of, the date of Disability.
5. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the “Surviving Entity”) may assume, convert or replace this Award with an award of at least equal value (determined using the same value for purchasing Company shares as used for purchasing Company shares not subject to this Agreement on the date of the Change in Control) with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Award, the Restrictions shall lapse on the date of the Change in Control. If the Surviving Entity does assume, convert or replace this Award, then in the event the Employee’s Termination (i) occurs within the time period beginning six (6) months immediately before a Change in Control and ending two (2) years immediately following such Change in Control, and (ii) was initiated by the Company (or the Surviving Entity) for a reason other than Change in Control Cause or was initiated by the Employee for Change in Control Good Reason, the Restrictions shall lapse on the later of the date of the Change in Control and the date of the Employee’s Termination. The provisions of this Section 5 shall supersede Section 13(a)(iv) of the Program.
6. **Effect of Certain Bad Acts.** If Section 5 does not apply, any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary. If Section 5 does apply, any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Board, the Employee engages in an activity that constitutes Change in Control Cause.
7. **Forfeiture of Units.** In the event of the Employee’s Termination for any reason other than those set forth in subsection 4(b), (c) or Section 5, any Units with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee’s Representative. If the Company terminates the Employee other than for Cause and such termination is not covered by Section 5, the Company may, in its sole discretion, cause Restrictions on some or all of the Units not previously settled on a Delivery Date to lapse and be settled in the form of Shares on the Delivery Date set forth in subsection 4(a) above as if the Employee had remained employed on such date.

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8. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
 - (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Units back to the Company;
 - (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
 - (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
 - (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee’s behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company’s withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

9. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
10. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.

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11. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan, investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.
12. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
 - (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
 - (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.

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- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.
- The Employee may seek to exercise these rights by contacting his or her local human resources manager.
13. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.

14. **Entire Agreement.** This Agreement, the Program, the Program prospectus, the Program administrative rules, and any applicable Company policies constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
15. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
16. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program and/or accommodate the Employee's relocation.
17. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the

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extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including retirement) shall instead be paid on the first business day after the date that is six (6) months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (i) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (ii) except as otherwise provided in Section 13(a) of the Program, upon the lapse of Restrictions pursuant to Section 5 of this Agreement, any Units not previously settled on a Delivery Date shall be settled as soon as administratively possible after, and effective as of, the date of the Change in Control or the date of the Employee's Termination (as applicable); (iii) the term "as soon as administratively possible" means a period of time that is within 60 days after the Termination, Disability or Change in Control (as applicable); and (iv) the date of the Employee's Disability shall be determined by the Company in its sole discretion.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

18. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the

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Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
RESTRICTED STOCK UNIT AGREEMENT**

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) a Restricted Stock Unit Award (the “Award”) of «**NoShares12345**» restricted stock units (the “Units”) representing the right to receive an equal number of Shares on a specified Delivery Date.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Unit Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s employment contract, if any;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any

 activity, employment or business which is competitive with the Company or any of its Subsidiaries.
 - (c) *Change in Control Agreement:* An Agreement Regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee, if any.
 - (d) *Change in Control Cause:* shall mean the occurrence of any of the following circumstances during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control: the willful engaging by the Employee in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company. For purposes of this definition, no act, or failure to act, on the Employee’s part shall be deemed “willful” unless done, or omitted to be done, by the Employee not in good faith and without reasonable belief that the Employee’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Change in Control Cause unless and until the Company delivers to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to the Employee and an opportunity for the Employee, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Employee was guilty of conduct set forth above and specifying the particulars thereof in detail.
 - (e) *Change in Control Good Reason:* shall mean the occurrence of any of the following circumstances without the Employee’s express written consent during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control:
 - (i) a significant adverse change in the nature, scope or status of the Employee’s position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an Employee officer of a public company, the Employee ceasing to be an Employee officer of a public company;
 - (ii) the failure by the Company to pay the Employee any portion of the Employee’s current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;
 - (iii) a reduction in the Employee’s annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;

- (iv) the failure by the Company to award the Employee an annual bonus in any year which is at least equal to the annual bonus, awarded to the Employee under the annual bonus plan of the Company for the year immediately preceding the year of the Change in Control;

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- (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;
- (vi) the failure by the Company to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability, vacation, Employee automobile, Employee tax or financial advice benefits or club dues;
- (vii) the relocation of the Company's principal Employee offices to a location more than 35 miles from the location of such offices immediately prior to the Change in Control or the Company requiring the Employee to be based anywhere other than the location where the Employee primarily performs services for the Company immediately prior to the Change in Control except for required travel for the Company's business to an extent substantially consistent with the Employee's business travel obligations immediately prior to the Change in Control; or
- (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform any Change in Control Agreement.

For purposes of any determination regarding the existence of Change in Control Good Reason, any good faith determination by the Employee that Change in Control Good Reason exists shall be conclusive.

- (f) *Code of Business Conduct*: The Company's Code of Business Conduct, as amended from time to time.
- (g) *Data*: Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.
- (h) *Disability*: As of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of at least six (6) months under (i) the terms of the Abbott Laboratories Long-Term Disability Plan (formerly known as the Extended Disability Plan) (the "LTD Plan"), or (ii) if the Employee's employer does not participate in the LTD Plan, such similar accident

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and health plan providing replacement benefits in which the Employee's employer participates.

- (i) *Employee's Representative*: The Employee's legal guardian or other legal representative.
- (j) *Program*: The Abbott Laboratories 2017 Incentive Stock Program.
- (k) *Termination*: A severance of employment for any reason (including retirement) from the Company and all Subsidiaries. Any Termination shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary, and employment shall not be extended by any statutory or common law notice of termination period.

2. **Delivery Date and Shareholder Rights.** The Delivery Date for Shares underlying the Units is the date on which the Shares are payable to the Employee pursuant to Section 4 below. Prior to the Delivery Date:

- (a) the Employee shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
- (b) the Employee shall not be permitted to vote the Shares underlying the Units; and
- (c) the Employee's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, the Employee shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the "Dividend Equivalents") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after the date the Employee has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Employee is entitled under

this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Employee shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 6 and 7 below. The Units are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the “Restrictions”) until the Units are settled.
4. **Lapse of Restrictions.** Subject to Sections 5, 6 and 7 below:

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- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries, the Restrictions on 100% of the Units will lapse on the third anniversary of the Grant Date (the “Delivery Date”). Units for which Restrictions have lapsed shall be settled in the form of Shares on the Delivery Date.
 - (b) *Death.* The Restrictions shall lapse on the date of the Employee’s Termination due to death, and the Units shall be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as administratively possible after, and effective as of, the date of death.
 - (c) *Disability.* The Restrictions shall lapse on the date of the Employee’s Disability, and the Units shall be settled in the form of Shares as soon as administratively possible after, and effective as of, the date of Disability.
5. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the “Surviving Entity”) may assume, convert or replace this Award with an award of at least equal value (determined using the same value for purchasing Company shares as used for purchasing Company shares not subject to this Agreement on the date of the Change in Control) with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Award, the Restrictions shall lapse on the date of the Change in Control. If the Surviving Entity does assume, convert or replace this Award, then in the event the Employee’s Termination (i) occurs within the time period beginning six (6) months immediately before a Change in Control and ending two (2) years immediately following such Change in Control, and (ii) was initiated by the Company (or the Surviving Entity) for a reason other than Change in Control Cause or was initiated by the Employee for Change in Control Good Reason, the Restrictions shall lapse on the later of the date of the Change in Control and the date of the Employee’s Termination. The provisions of this Section 5 shall supersede Section 13(a)(iv) of the Program.
6. **Effect of Certain Bad Acts.** If Section 5 does not apply, any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary. If Section 5 does apply, any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Board, the Employee engages in an activity that constitutes Change in Control Cause.
7. **Forfeiture of Units.** In the event of the Employee’s Termination for any reason other than those set forth in subsections 4(b), (c) or Section 5, any Units with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee’s Representative. If the Company terminates the Employee other than for Cause and such termination is not covered by Section 5, the Company may, in its sole discretion, cause Restrictions on some or all of the Units not previously settled on a Delivery Date to lapse and be settled in the form of Shares on the Delivery Date set forth in subsection 4(a) above as if the Employee had remained employed on such date. In accepting this Award, the Employee acknowledges

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that in the event of Termination (whether or not in breach of local labor laws), the Employee’s right to vest in the Units, if any, will terminate effective as of the date that the Employee is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of “garden leave” or similar period pursuant to local law) and that the Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of this Award.

8. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
 - (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Units back to the Company;
 - (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
 - (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
 - (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee’s behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company’s withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

9. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or

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- (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.

10. **Nature of Grant.** In accepting this grant of Units, the Employee acknowledges that:

- (a) The Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
- (b) This Award is a one-time benefit and does not create any contractual or other right to receive future grants of Units, benefits in lieu of Units, or other Program Benefits in the future, even if Units have been granted repeatedly in the past;
- (c) All decisions with respect to future Unit grants, if any, and their terms and conditions, will be made by the Committee, in its sole discretion;
- (d) Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
- (e) The Employee is voluntarily participating in the Program;
- (f) The Units and Shares subject to the Units are:
 - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
 - (ii) not intended to replace any pension rights or compensation;
 - (iii) not part of the Employee's normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or its Subsidiaries;
- (g) The future value of the Shares underlying the Units is unknown and cannot be predicted with certainty;
- (h) In consideration of the Award, no claim or entitlement to compensation or damages shall arise from the Units resulting from Termination (for any reason whatsoever) and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
- (i) The Units and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and

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- (j) Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Units, the amount realized upon settlement of the Units or the amount realized upon a subsequent sale of any Shares acquired upon settlement of the Units, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

11. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite

transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.

- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.

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- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 12. **Form of Payment.** The Company may, in its sole discretion, settle the Employee's Units in the form of a cash payment to the extent settlement in Shares: (i) is prohibited under local law; (ii) would require the Employee, the Company and/or its Subsidiaries to obtain the approval of any governmental and/or regulatory body in the Employee's country; (iii) would result in adverse tax consequences for the Employee or the Company; or (iv) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Employee's Units in the form of Shares but require the Employee to sell such Shares immediately or within a specified period of time following the Employee's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Employee's behalf).
- 13. **Private Placement.** The grant of this Unit is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this grant of Units is not subject to the supervision of the local securities authorities.
- 14. **Exchange Controls.** As a condition to this grant of Units, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
- 15. **Compliance with Applicable Laws and Regulations.**
 - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
 - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company

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or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, lapse of Restrictions or settlement of the Units, the issuance of Shares upon payment of the Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any Dividend Equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Employee has become subject to tax in more than one

16. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including retirement) shall instead be paid on the first business day after the date that is six (6) months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (i) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (ii) except as otherwise provided in Section 13(a) of the Program, upon the lapse of Restrictions pursuant to Section 5 of this Agreement, any Units not previously settled on the Delivery Date shall be settled as soon as administratively possible after, and effective as of, the date of the Change in Control or the date of the Employee's Termination (as applicable); (iii) the term "as soon as administratively possible" means a period of time that is within 60 days after the Termination, Disability or Change in Control (as applicable); and (iv) the date of the Employee's Disability shall be determined by the Company in its sole discretion.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state,

local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
18. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Units and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
19. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
20. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
21. **Addendum.** This grant of Units shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Employee's country. Moreover, if the Employee relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's relocation). The Addendum constitutes part of this Agreement.

22. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

23. **Entire Agreement.** This Agreement, the Program, the Program prospectus, the Program administrative rules and any applicable Company policies constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
24. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
25. **Language.** If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

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ADDENDUM TO THE ABBOTT LABORATORIES RESTRICTED STOCK UNIT AGREEMENT

In addition to the terms and conditions set forth in the Agreement, the Award is subject to the following terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Program. If the Employee is employed in a country identified in the Addendum, the additional terms and conditions for such country shall apply. If the Employee transfers residence and/or employment to a country identified in the Addendum, the additional terms and conditions for such country shall apply to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable to comply with local law or to facilitate administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's transfer).

ALGERIA

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

AUSTRALIA

1. **Breach of Law.** Notwithstanding anything to the contrary in the Agreement or the Program, the Employee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Program if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits.

2. **Australian Offer Document.** In addition to the Agreement and the Program, the Employee must review the Australian Offer Document and the Australian Addendum to the Program for additional important information pertaining to the Award. Both of these documents can be accessed via the UBS website at www.ubs.com/onesource/abt. By accepting the Award, the Employee acknowledges and confirms that the Employee has reviewed these documents.

BRAZIL

Labor Law Acknowledgment. The Employee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Program are the result of commercial transactions unrelated to the Employee's employment; (ii) the Agreement and the Program are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the Units, if any, is not part of the Employee's remuneration from employment.

CANADA

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous*

documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

CHILE

Private Placement. The following provision shall replace Section 13 of the Agreement:

The grant of the Units hereunder is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) The starting date of the offer will be the Grant Date (as defined in the Agreement), and this offer conforms to General Ruling no. 336 of the Chilean Superintendence of Securities and Insurance;
 - b) The offer deals with securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Superintendence of Securities and Insurance, and therefore such securities are not subject to its oversight;
 - c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Superintendence of Securities and Insurance; and
 - d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.
- a) *La fecha de inicio de la oferta será el de la fecha de otorgamiento (o “Grant Date”, según este término se define en el documento denominado “Agreement”) y esta oferta se acoge a la norma de Carácter General n° 336 de la Superintendencia de Valores y Seguros Chilena;*
 - b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Superintendencia de Valores y Seguros Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
 - c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*
 - d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*

CHINA

Foreign Exchange Control Laws. The following provisions shall govern the Employee’s participation in the Program if the Employee is a national of the People’s Republic of China (“China”) resident in mainland China, or if determined to be necessary or appropriate by the Company in its sole discretion:

The Employee agrees to hold the Shares received upon settlement of the Units with the Company’s designated broker. Upon a Termination, the Employee shall be required to sell all Shares issued pursuant to the Units within 90 days (or such shorter period as may be required by the State Administration of Foreign Exchange) of the Termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the Shares (including procedures whereby the Company may issue sell instructions on behalf of the Employee), and the Employee hereby agrees to comply with such procedures

and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China.

The Employee understands and agrees that the repatriation of sales proceeds may need to be effected through a special exchange control account established by the Company or its Subsidiaries, and the Employee hereby consents and agrees that sales proceeds from the sale of Shares acquired under the Program may be transferred to such account by the Company on the Employee’s behalf prior to being delivered to the Employee. The sales proceeds may be paid to the Employee in U.S. dollars or local currency at the Company’s discretion. If the sales proceeds are paid to the Employee in U.S. dollars, the Employee understands that the Employee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the sales proceeds are paid to the Employee in local currency, the Employee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and proceeds to local currency due to exchange control restrictions. The Employee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Employee. The Employee further agrees to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future in order to facilitate compliance with exchange control requirements in China. The Employee agrees to be subject to these restrictions even after Termination.

Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses the Employee may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company’s operation and enforcement of the Program, the Agreement and the Units in accordance with Chinese law including, without limitation, any applicable State Administration of Foreign Exchange rules, regulations and requirements.

CROATIA

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

DENMARK

Treatment of Units upon Termination. Notwithstanding any provisions in the Agreement to the contrary, if the Employee is determined to be an “Employee,” as defined in section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the “Stock Option Act”), the treatment of the Units upon a Termination shall be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the

Agreement or the Program governing the treatment of the Units upon a Termination are more favorable, the provisions of the Agreement or the Program will govern.

FINLAND

Withholding of Tax-Related Items. Notwithstanding Section 8 of the Agreement, if the Employee is a local national of Finland, any Tax-Related Items shall be withheld only in cash from the Employee's regular salary/wages or other amounts payable to the Employee in cash, or such other withholding methods as may be permitted under the Program and allowed under local law.

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FRANCE

1. **Nature of the Award.** The Units are not granted under the French specific regime provided by Articles L225-197-1 and seq. of the French commercial code.

2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.***

HONG KONG

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. **Lapse of Restrictions.** If, for any reason, Shares are issued to the Employee within six (6) months of the Grant Date, the Employee agrees that he or she will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

3. **IMPORTANT NOTICE.** WARNING: The contents of the Agreement, the Addendum, the Program, and all other materials pertaining to the Units and/or the Program have not been reviewed by any regulatory authority in Hong Kong. The Employee is hereby advised to exercise caution in relation to the offer thereunder. If the Employee has any doubts about any of the contents of the aforesaid materials, the Employee should obtain independent professional advice.

4. **Wages.** The Units and Shares subject to the Units do not form part of the Employee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

5. **Nature of the Program.** The Company specifically intends that the Program will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO"). To the extent any court, tribunal or legal/regulatory body in Hong Kong determines that the Program constitutes an occupational retirement scheme for the purposes of ORSO, the grant of the Units shall be null and void.

INDIA

Repatriation Requirements. As a condition of this Award, the Employee agrees to repatriate all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

ISRAEL

Indemnification for Tax Liabilities. As a condition of the grant of Units, the Employee expressly consents and agrees to indemnify the Company and/or its Subsidiaries and hold them harmless from any and all liability attributable to taxes, interest or penalties thereon, including without limitation, liabilities relating to the necessity to withhold any taxes.

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MEXICO

1. **Commercial Relationship.** The Employee expressly acknowledges that the Employee's participation in the Program and the Company's grant of the Award does not constitute an employment relationship between the Employee and the Company. The Employee has been granted the Award as a consequence of the commercial relationship between the Company and the Company's Subsidiary in Mexico that employs the Employee, and the Company's Subsidiary in Mexico is the Employee's sole employer. Based on the foregoing: (a) the Employee expressly acknowledges that the Program and the benefits derived from participation in the Program do not establish any rights between the Employee and the Subsidiary in Mexico that employs the Employee; (b) the Program and the benefits derived from participation in the Program are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Employee; and (c) any modifications or amendments of the Program or benefits granted thereunder by the Company, or a termination of the Program by the Company, shall not constitute a change or impairment of the terms and conditions of the Employee's employment with the Subsidiary in Mexico.

2. **Extraordinary Item of Compensation.** The Employee expressly recognizes and acknowledges that the Employee's participation in the Program is a result of the discretionary and unilateral decision of the Company, as well as the Employee's free and voluntary decision to participate in the Program in accord with the terms and conditions of the Program, the Employee's Agreement and this Addendum. As such, the Employee acknowledges and agrees that the Company may, in its sole discretion, amend and/or discontinue the Employee's participation in the Program at any time and without any liability. The value of the Units is an extraordinary item of compensation outside the scope of the Employee's employment contract, if any. The Units are not part of the

Employee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Employee.

NETHERLANDS

Waiver of Termination Rights. The Employee waives any and all rights to compensation or damages as a result of a Termination, insofar as those rights result or may result from: (a) the loss or diminution in value of such rights or entitlements under the Program; or (b) the Employee ceasing to have rights, or ceasing to be entitled to any Awards under the Program as a result of such Termination.

NEW ZEALAND

Securities Law Notice.

Warning

This is an offer of Units which, upon vesting and settlement in accordance with the terms of the Program and the Agreement, will be converted into Shares. Shares give you a stake in the ownership of Abbott Laboratories. You may receive a return if dividends are paid.

If Abbott Laboratories runs into financial difficulties and is wound up, you will be paid only after all creditors and holders of preference shares have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the vesting and settlement of the Units, you will not have any rights of ownership (e.g., voting rights) with respect to the underlying Shares.

No interest in any Units may be transferred (legally or beneficially), assigned, mortgaged, charged or encumbered.

The Shares are quoted on the New York Stock Exchange. This means that if you acquire Shares under the Plan, you may be able to sell them on the New York Stock Exchange if there are interested buyers. You may get less than you invested. The price will depend on the demand for the Shares.

You also are hereby notified that the documents listed below are available for review on sites at the web addresses listed below:

1. Abbott Laboratories' most recent Annual Report (Form 10-K): <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
2. Abbott Laboratories' most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements: <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
3. The Abbott Laboratories 2017 Incentive Stock Program: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.
4. Abbott Laboratories 2017 Incentive Stock Program Prospectus: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.

A copy of the above documents will be sent to you free of charge on written request being mailed to: Senior Manager, Equity Programs, Abbott Laboratories, D058G, AP6B-2, Abbott Park, IL 60064, USA.

PAKISTAN

1. Repatriation Requirements. As a condition of this Award, the Employee agrees to repatriate all Dividend Equivalents and all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

2. Exchange Control Obligations. To the extent applicable, the Employee is required to comply with certain consent and reporting requirements to the State Bank of Pakistan (Pakistan's central bank) under the exchange control laws of Pakistan. As the exchange control regulations can change frequently and at times, without notice, the Employee should consult his or her legal advisor prior to acquiring or selling Shares under the Program to ensure compliance with current regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

PHILIPPINES

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

ROMANIA

1. Termination. A Termination shall include the situation where the Employee's employment contract is terminated by operation of law on the date the Employee reaches the standard retirement age and has completed the minimum contribution record for receipt of state retirement pension or the relevant authorities award the Employee an early-retirement pension of any type.
2. English Language. The Employee hereby expressly agrees that this Agreement, the Program as well as all documents, notices and proceedings entered into, relating directly or indirectly hereto, be drawn up or communicated only in the English language. *Angajatul consimte în mod expres prin prezentul ca acest Contract, Programul precum și orice alte documente, notificări, înștiințări legate direct sau indirect de acest Contract să fie redactate sau efectuate doar în limba engleză.*

RUSSIA

1. Sale or Transfer of Shares. Notwithstanding anything to the contrary in the Program or the Agreement, the Employee shall not be permitted to sell or otherwise dispose of the Shares acquired pursuant to the Award in Russia. The Employee may sell the Shares only through a broker established and operating outside Russia.
2. Cash Payments to a Russian Bank Account. The Employee agrees to promptly repatriate proceeds resulting from the sale of Shares acquired under the Program to a foreign currency account at an authorized bank in Russia if legally required at the time Shares are sold and to comply with all applicable local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

SINGAPORE

Qualifying Person Exemption. The grant of the Award under the Program is being made pursuant to the "Qualifying Person" exemption under section 273(1) (f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (the "SFA"). The Program has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Employee should note that, as a result, the Award is subject to section 257 of the SFA and the Employee will not be able to make: (a) any subsequent sale of the Shares underlying the Award in Singapore; or (b) any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

SOUTH AFRICA

1. Withholding Taxes. The following provision supplements Section 8 of the Agreement:

By accepting the Award, the Employee agrees to notify the Company's local affiliate in South Africa that employs the Employee (the "Employer") of the amount of any gain realized upon vesting of the Units. If the Employee fails to advise the Employer of the gain realized upon vesting of the Units, the Employee may be liable for a fine. The Employee will be responsible for paying any difference between the actual tax liability and the amount withheld.

2. Exchange Control Obligations. The Employee is solely responsible for complying with applicable exchange control regulations and rulings (the "Exchange Control Regulations") in South

Africa. As the Exchange Control Regulations change frequently and without notice, the Employee should consult the Employee's legal advisor prior to the acquisition or sale of Shares under the Program to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

3. Securities Law Information and Deemed Acceptance of Units. Neither the Units nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 (the "Companies Act") and is not subject to the supervision of any South African governmental authority.

Pursuant to Section 96(1)(g)(ii) of the Companies Act, the Units offer must be finalized within six (6) months following the date the offer is communicated to you. If you do not want to accept the Units, you are required to decline the Units no later than the six (6) months following the date the offer is communicated to you. If you do not reject the Units within six (6) months following the date the offer is communicated to you, you will be deemed to accept the Units.

SPAIN

1. Acknowledgement of Discretionary Nature of the Program; No Vested Rights

By accepting the Award, the Employee consents to participation in the Program and acknowledges receipt of a copy of the Program.

The Employee understands that the Company has unilaterally, gratuitously and in its sole discretion granted Units under the Program to individuals who may be employees of the Company or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, the Employee understands that the Units are granted on the assumption and condition that the Units and the Shares acquired upon settlement of the Units shall not become a part of any employment contract (either with the Company or any of its Subsidiaries) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Employee understands that this grant would not be made to the Employee but for the assumptions and conditions referenced above; thus, the Employee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason the Award shall be null and void.

The Employee understands and agrees that, as a condition of the Award, unless otherwise provided in Sections 4 or 5 of the Agreement, any unvested Units as of the date the Employee ceases active employment will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of Termination. The Employee acknowledges that the Employee has read and specifically accepts the conditions referred to in the Agreement regarding the impact of a Termination on the Units.

2. Termination for Cause. Notwithstanding anything to the contrary in the Program or the Agreement, “Cause” shall be as defined as set forth in the Agreement, regardless of whether the Termination is considered a fair termination (i.e., “despido procedente”) under Spanish legislation.

SRI LANKA

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UKRAINE

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UNITED KINGDOM

1. Withholding Taxes. The following provision supplements Section 8 of the Agreement.

If payment or withholding of the income tax due in connection with the Award is not made within 90 days after the end of the U.K. tax year in which the event giving rise to the income tax liability occurred or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Employee to the Subsidiary in the United Kingdom that employs the Employee (the “Employer”), effective as of the Due Date. The Employee agrees that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue & Customs (“HMRC”), it shall be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in Section 8 of the Agreement. Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she shall not be eligible for a loan from the Company to cover the income tax liability. In the event that the Employee is a director or executive officer and the income tax is not collected from or paid by him or her by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Employee on which additional income tax and national insurance contributions (“NICs”) will be payable. The Employee will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime, and for reimbursing the Company or the Employer (as applicable) the value of any employee NICs due on this additional benefit.

2. Exclusion of Claim. The Employee acknowledges and agrees that the Employee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Employee’s ceasing to have rights under or to be entitled to the Units, whether or not as a result of Termination (whether the Termination is in breach of contract or otherwise), or from the loss or diminution in value of the Units. Upon the grant of the Award, the Employee shall be deemed to have waived irrevocably any such entitlement.

UZBEKISTAN

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

VIETNAM

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Employee”) a Performance Restricted Stock Unit Award (the “Award”) of «NoShares12345» restricted stock units (the “Units”).

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control. This Award is intended to conform with the qualified performance-based compensation requirements of Section 162(m) of the Code and the regulations thereunder, to the extent applicable, and shall be construed accordingly.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Performance Restricted Stock Unit Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s employment contract, if any;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company or any of its Subsidiaries.
 - (c) *Change in Control Agreement:* An Agreement Regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee, if any.
 - (d) *Change in Control Cause:* shall mean the occurrence of any of the following circumstances during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control: the willful engaging by the Employee in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company. For purposes of this definition, no act, or failure to act, on the Employee’s part shall be deemed “willful” unless done, or omitted to be done, by the Employee not in good faith and without reasonable belief that the Employee’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Change in Control Cause unless and until the Company delivers to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to the Employee and an opportunity for the Employee, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Employee was guilty of conduct set forth above and specifying the particulars thereof in detail.
 - (e) *Change in Control Good Reason:* shall mean the occurrence of any of the following circumstances without the Employee’s express written consent during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control:
 - (i) a significant adverse change in the nature, scope or status of the Employee’s position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an Employee officer of a public company, the Employee ceasing to be an Employee officer of a public company;
 - (ii) the failure by the Company to pay the Employee any portion of the Employee’s current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;
 - (iii) a reduction in the Employee’s annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;

- (iv) the failure by the Company to award the Employee an annual bonus in any year which is at least equal to the annual bonus, awarded to the
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Employee under the annual bonus plan of the Company for the year immediately preceding the year of the Change in Control;

- (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;
- (vi) the failure by the Company to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability, vacation, Employee automobile, Employee tax or financial advice benefits or club dues;
- (vii) the relocation of the Company's principal Employee offices to a location more than 35 miles from the location of such offices immediately prior to the Change in Control or the Company requiring the Employee to be based anywhere other than the location where the Employee primarily performs services for the Company immediately prior to the Change in Control except for required travel for the Company's business to an extent substantially consistent with the Employee's business travel obligations immediately prior to the Change in Control; or
- (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform any Change in Control Agreement.

For purposes of any determination regarding the existence of Change in Control Good Reason, any good faith determination by the Employee that Change in Control Good Reason exists shall be conclusive.

- (f) *Code of Business Conduct*: The Company's Code of Business Conduct, as amended from time to time.
 - (g) *Controlled Group*:
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414(b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. ("TAP") joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
 - (h) *Data*: Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, date of
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birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.

- (i) *Disability*: As of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of at least six (6) months under (i) the terms of the Abbott Laboratories Long-Term Disability Plan (formerly known as the Extended Disability Plan) (the "LTD Plan"), or (ii) if the Employee's employer does not participate in the LTD Plan, such similar accident and health plan providing replacement benefits in which the Employee's employer participates.
- (j) *Employee's Representative*: The Employee's legal guardian or other legal representative.
- (k) *Program*: The Abbott Laboratories 2017 Incentive Stock Program.
- (l) *Retirement*:
 - (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
 - age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.
 - (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:

- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
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- (iv) For purposes of calculating service under this Section 1(l), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.
- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.
- (m) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries. Any Termination shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary, and employment shall not be extended by any statutory or common law notice of termination period.

2. **Delivery Dates and Shareholder Rights.** The Delivery Dates for Shares underlying the Units are the respective dates on which the Shares are payable to the Employee pursuant to Section 4 below. Prior to the Delivery Date(s):

- (a) the Employee shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
- (b) the Employee shall not be permitted to vote the Shares underlying the Units; and
- (c) the Employee's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, the Employee shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the "Dividend Equivalents") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after the date the Employee has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Employee is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Employee shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 6 and 7 below. The Units are not earned and may not be sold, exchanged, assigned, transferred,

pledged or otherwise disposed of (collectively, the "Restrictions") until the Units are settled.

4. **Lapse of Restrictions.** Subject to Sections 5, 6 and 7 below:

- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries:
 - (i) the Restrictions on one-third of the total number of Units will lapse on the last business day of February 201 , provided the Company's prior year return on equity is a minimum of 12 percent;
 - (ii) the Restrictions on an additional one-third of the total number of Units will lapse on the last business day of February 201 , provided the Company's prior year return on equity is a minimum of 12 percent;
 - (iii) the Restrictions on an additional one-third of the total number of Units will lapse on the last business day of February 201 , provided the Company's prior year return on equity is a minimum of 12 percent; and
 - (iv) any Units for which Restrictions have not previously lapsed on the dates described in subsections 4(a)(i), (ii), and (iii) above shall remain outstanding and the Restrictions shall lapse on the last business day of February 202 and/or 202 , provided that the Company's applicable prior year return on equity is a minimum of 12 percent, and provided further that no more than one-third of the Units will vest in any one (1) year.

Units for which Restrictions have lapsed, as described in this subsection 4(a), shall be settled in the form of Shares on the date(s) on which such Restrictions lapse (each, a "Delivery Date"). Unless indicated otherwise, Shares shall be delivered in an

equal number (subject to rounding) as of each Delivery Date.

- (b) **Retirement.** The Restrictions shall continue to apply in the event of the Employee's Termination due to Retirement, but may lapse thereafter in accordance with the provisions of subsection 4(a), in which case any Units not previously settled shall be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Retirement as if the Employee had remained employed.
 - (c) **Death.** The Restrictions shall lapse on the date of the Employee's Termination due to death, and any Units not previously settled on a Delivery Date shall be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as administratively possible after, and effective as of, the date of death.
 - (d) **Disability.** The Restrictions shall lapse on the date of the Employee's Disability, and any Units not previously settled on a Delivery Date shall be settled in the form of Shares as soon as administratively possible after, and effective as of, the date of Disability.
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- 5. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the "Surviving Entity") may assume, convert or replace this Award with an award of at least equal value (determined using the same value for purchasing Company shares as used for purchasing Company shares not subject to this Agreement on the date of the Change in Control) with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Award, the Restrictions shall lapse on the date of the Change in Control. If the Surviving Entity does assume, convert or replace this Award, then in the event the Employee's Termination (i) occurs within the time period beginning six (6) months immediately before a Change in Control and ending two (2) years immediately following such Change in Control, and (ii) was initiated by the Company (or the Surviving Entity) for a reason other than Change in Control Cause or was initiated by the Employee for Change in Control Good Reason, the Restrictions shall lapse on the later of the date of the Change in Control and the date of the Employee's Termination. The provisions of this Section 5 shall supersede Section 13(a)(iv) and (v) of the Program.
 - 6. **Effect of Certain Bad Acts.** If Section 5 does not apply, any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary. If Section 5 does apply, any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Board, the Employee engages in an activity that constitutes Change in Control Cause.
 - 7. **Forfeiture of Units.** In the event of the Employee's Termination for any reason other than those set forth in subsections 4(b), (c), (d) or Section 5, any Units with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. If the Company terminates the Employee other than for Cause and such termination is not covered by Section 5, the Company may, in its sole discretion, cause some or all of the Units not previously settled on a Delivery Date to continue to be subject to the Restrictions, provided such Restrictions may lapse thereafter in accordance with the provisions of subsection 4(a), in which case such Units shall be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Termination. In accepting this Award, the Employee acknowledges that in the event of Termination (whether or not in breach of local labor laws), the Employee's right to vest in the Units, if any, will terminate effective as of the date that the Employee is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law) and that the Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of this Award.
 - 8. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
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- (a) having the Company withhold Shares;
- (b) tendering Shares received in connection with the Units back to the Company;
- (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
- (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

- 9. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:

- (a) form an employment contract or relationship with the Company or its Subsidiaries;
- (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
- (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.

10. **Nature of Grant.** In accepting this grant of Units, the Employee acknowledges that:

- (a) The Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
- (b) This Award is a one-time benefit and does not create any contractual or other right to receive future grants of Units, benefits in lieu of Units, or other Program Benefits in the future, even if Units have been granted repeatedly in the past;
- (c) All decisions with respect to future Unit grants, if any, and their terms and conditions, will be made by the Committee, in its sole discretion;

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- (d) Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
 - (e) The Employee is voluntarily participating in the Program;
 - (f) The Units and Shares subject to the Units are:
 - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
 - (ii) not intended to replace any pension rights or compensation;
 - (iii) not part of the Employee's normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or its Subsidiaries;
 - (g) The future value of the Shares underlying the Units is unknown and cannot be predicted with certainty;
 - (h) In consideration of the Award, no claim or entitlement to compensation or damages shall arise from the Units resulting from Termination (for any reason whatsoever) and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
 - (i) The Units and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
 - (j) Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Units, the amount realized upon settlement of the Units or the amount realized upon a subsequent sale of any Shares acquired upon settlement of the Units, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

11. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:

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- (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
 - (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with

confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.

- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 12. **Form of Payment.** The Company may, in its sole discretion, settle the Employee's Units in the form of a cash payment to the extent settlement in Shares: (i) is prohibited under local law; (ii) would require the Employee, the Company and/or its Subsidiaries to obtain the approval of any governmental and/or regulatory body in the Employee's country; (iii) would result in adverse tax consequences for the Employee or the Company; or (iv) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Employee's Units in the form of Shares but require the Employee to sell such Shares immediately or within a specified period of time following the Employee's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Employee's behalf).
- 13. **Private Placement.** The grant of this Unit is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this grant of Units is not subject to the supervision of the local securities authorities.
- 14. **Exchange Controls.** As a condition to this grant of Units, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
- 15. **Compliance with Applicable Laws and Regulations.**
 - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
 - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, lapse of Restrictions or settlement of the Units, the issuance of Shares upon payment of the Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any Dividend Equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Employee has become subject to tax in more than one (1) jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its

Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction.

- 16. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a “separation from service” as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee’s Termination (including Retirement) shall instead be paid on the first business day after the date that is six (6) months following the Employee’s Termination (or upon the Employee’s death, if earlier). For purposes of Code Section 409A, to the extent applicable: (i) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (ii) except as otherwise provided in Section 13(a) of the Program, upon the lapse of Restrictions pursuant to Section 5 of this Agreement, any Units not previously settled on a Delivery Date shall be settled as soon as administratively possible after, and effective as of, the date of the Change in Control or the date of the Employee’s Termination (as applicable); (iii) the term “as soon as administratively possible” means a period of time that is within 60 days after the Termination, Disability or Change in Control (as applicable); and (iv) the date of the Employee’s Disability shall be determined by the Company in its sole discretion.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Employee’s participation in the Program or the Employee’s acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee’s own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.

18. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee’s participation in the Program, on the Units and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee’s country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee’s personal obligations under local laws, rules and regulations in the Employee’s country.
19. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee’s Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
20. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
21. **Addendum.** This grant of Units shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Employee’s country. Moreover, if the Employee relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee’s relocation). The Addendum constitutes part of this Agreement.
22. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
23. **Entire Agreement.** This Agreement, the Program, the Program prospectus, the Program administrative rules, and any applicable Company policies constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by

the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.

24. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee’s Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.

25. **Language.** If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By _____

Miles D. White
Chairman and Chief Executive Officer

**ADDENDUM TO THE ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT**

In addition to the terms and conditions set forth in the Agreement, the Award is subject to the following terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Program. If the Employee is employed in a country identified in the Addendum, the additional terms and conditions for such country shall apply. If the Employee transfers residence and/or employment to a country identified in the Addendum, the additional terms and conditions for such country shall apply to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable to comply with local law or to facilitate administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's transfer).

ALGERIA

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

AUSTRALIA

1. Breach of Law. Notwithstanding anything to the contrary in the Agreement or the Program, the Employee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Program if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits.

2. Australian Offer Document. In addition to the Agreement and the Program, the Employee must review the Australian Offer Document and the Australian Addendum to the Program for additional important information pertaining to the Award. Both of these documents can be accessed via the UBS website at www.ubs.com/onesource/abt. By accepting the Award, the Employee acknowledges and confirms that the Employee has reviewed these documents.

BRAZIL

Labor Law Acknowledgment. The Employee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Program are the result of commercial transactions unrelated to the Employee's employment; (ii) the Agreement and the Program are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the Units, if any, is not part of the Employee's remuneration from employment.

CANADA

1. Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. English Language. The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous***

documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

CHILE

Private Placement. The following provision shall replace Section 13 of the Agreement:

The grant of the Units hereunder is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) The starting date of the offer will be the Grant Date (as defined in the Agreement), and this offer conforms to General Ruling no. 336 of the Chilean Superintendence of Securities and Insurance;

- b) The offer deals with securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Superintendence of Securities and Insurance, and therefore such securities are not subject to its oversight;
 - c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Superintendence of Securities and Insurance; and
 - d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.
- a) *La fecha de inicio de la oferta será el de la fecha de otorgamiento (o “Grant Date”, según este término se define en el documento denominado “Agreement”) y esta oferta se acoge a la norma de Carácter General n° 336 de la Superintendencia de Valores y Seguros Chilena;*
 - b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Superintendencia de Valores y Seguros Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
 - c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*
 - d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*

CHINA

Foreign Exchange Control Laws. The following provisions shall govern the Employee’s participation in the Program if the Employee is a national of the People’s Republic of China (“China”) resident in mainland China, or if determined to be necessary or appropriate by the Company in its sole discretion:

The Employee agrees to hold the Shares received upon settlement of the Units with the Company’s designated broker. Upon a Termination, the Employee shall be required to sell all Shares issued pursuant to the Units within 90 days (or such shorter period as may be required by the State Administration of Foreign Exchange) of the Termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the Shares (including procedures whereby the Company may issue sell instructions on behalf of the Employee), and the Employee hereby agrees to comply with such procedures

and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China.

The Employee understands and agrees that the repatriation of sales proceeds may need to be effected through a special exchange control account established by the Company or its Subsidiaries, and the Employee hereby consents and agrees that sales proceeds from the sale of Shares acquired under the Program may be transferred to such account by the Company on the Employee’s behalf prior to being delivered to the Employee. The sales proceeds may be paid to the Employee in U.S. dollars or local currency at the Company’s discretion. If the sales proceeds are paid to the Employee in U.S. dollars, the Employee understands that the Employee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the sales proceeds are paid to the Employee in local currency, the Employee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and proceeds to local currency due to exchange control restrictions. The Employee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Employee. The Employee further agrees to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future in order to facilitate compliance with exchange control requirements in China. The Employee agrees to be subject to these restrictions even after Termination.

Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses the Employee may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company’s operation and enforcement of the Program, the Agreement and the Units in accordance with Chinese law including, without limitation, any applicable State Administration of Foreign Exchange rules, regulations and requirements.

CROATIA

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

DENMARK

Treatment of Units upon Termination. Notwithstanding any provisions in the Agreement to the contrary, if the Employee is determined to be an “Employee,” as defined in section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the “Stock Option Act”), the treatment of the Units upon a Termination shall be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Program governing the treatment of the Units upon a Termination are more favorable, the provisions of the Agreement or the Program will govern.

FINLAND

Withholding of Tax-Related Items. Notwithstanding Section 8 of the Agreement, if the Employee is a local national of Finland, any Tax-Related Items shall be withheld only in cash from the Employee’s regular salary/wages or other amounts payable to the Employee in cash, or such other withholding methods as may be permitted under the Program and allowed under local law.

FRANCE

1. Nature of the Award. The Units are not granted under the French specific regime provided by Articles L225-197-1 and seq. of the French commercial code.

2. English Language. The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.***

HONG KONG

1. Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. Lapse of Restrictions. If, for any reason, Shares are issued to the Employee within six (6) months of the Grant Date, the Employee agrees that he or she will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

3. IMPORTANT NOTICE. WARNING: The contents of the Agreement, the Addendum, the Program, and all other materials pertaining to the Units and/or the Program have not been reviewed by any regulatory authority in Hong Kong. The Employee is hereby advised to exercise caution in relation to the offer thereunder. If the Employee has any doubts about any of the contents of the aforesaid materials, the Employee should obtain independent professional advice.

4. Wages. The Units and Shares subject to the Units do not form part of the Employee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

5. Nature of the Program. The Company specifically intends that the Program will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO"). To the extent any court, tribunal or legal/regulatory body in Hong Kong determines that the Program constitutes an occupational retirement scheme for the purposes of ORSO, the grant of the Units shall be null and void.

INDIA

Repatriation Requirements. As a condition of this Award, the Employee agrees to repatriate all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

ISRAEL

Indemnification for Tax Liabilities. As a condition of the grant of Units, the Employee expressly consents and agrees to indemnify the Company and/or its Subsidiaries and hold them harmless from any and all liability attributable to taxes, interest or penalties thereon, including without limitation, liabilities relating to the necessity to withhold any taxes.

MEXICO

1. Commercial Relationship. The Employee expressly acknowledges that the Employee's participation in the Program and the Company's grant of the Award does not constitute an employment relationship between the Employee and the Company. The Employee has been granted the Award as a consequence of the commercial relationship between the Company and the Company's Subsidiary in Mexico that employs the Employee, and the Company's Subsidiary in Mexico is the Employee's sole employer. Based on the foregoing: (a) the Employee expressly acknowledges that the Program and the benefits derived from participation in the Program do not establish any rights between the Employee and the Subsidiary in Mexico that employs the Employee; (b) the Program and the benefits derived from participation in the Program are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Employee; and (c) any modifications or amendments of the Program or benefits granted thereunder by the Company, or a termination of the Program by the Company, shall not constitute a change or impairment of the terms and conditions of the Employee's employment with the Subsidiary in Mexico.

2. Extraordinary Item of Compensation. The Employee expressly recognizes and acknowledges that the Employee's participation in the Program is a result of the discretionary and unilateral decision of the Company, as well as the Employee's free and voluntary decision to participate in the Program in accord with the terms and conditions of the Program, the Employee's Agreement and this Addendum. As such, the Employee acknowledges and agrees that the Company may, in its sole discretion, amend and/or discontinue the Employee's participation in the Program at any time and without any liability. The value of the Units is an extraordinary item of compensation outside the scope of the Employee's employment contract, if any. The Units are not part of the Employee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Employee.

NETHERLANDS

Waiver of Termination Rights. The Employee waives any and all rights to compensation or damages as a result of a Termination, insofar as those rights result or may result from: (a) the loss or diminution in value of such rights or entitlements under the Program; or (b) the Employee ceasing to have rights, or ceasing to be entitled to any Awards under the Program as a result of such Termination.

NEW ZEALAND

Securities Law Notice.

Warning

This is an offer of Units which, upon vesting and settlement in accordance with the terms of the Program and the Agreement, will be converted into Shares. Shares give you a stake in the ownership of Abbott Laboratories. You may receive a return if dividends are paid.

If Abbott Laboratories runs into financial difficulties and is wound up, you will be paid only after all creditors and holders of preference shares have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the vesting and settlement of the Units, you will not have any rights of ownership (e.g., voting rights) with respect to the underlying Shares.

No interest in any Units may be transferred (legally or beneficially), assigned, mortgaged, charged or encumbered.

The Shares are quoted on the New York Stock Exchange. This means that if you acquire Shares under the Plan, you may be able to sell them on the New York Stock Exchange if there are interested buyers. You may get less than you invested. The price will depend on the demand for the Shares.

You also are hereby notified that the documents listed below are available for review on sites at the web addresses listed below:

1. Abbott Laboratories' most recent Annual Report (Form 10-K): <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
2. Abbott Laboratories' most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements: <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
3. The Abbott Laboratories 2017 Incentive Stock Program: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.
4. Abbott Laboratories 2017 Incentive Stock Program Prospectus: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.

A copy of the above documents will be sent to you free of charge on written request being mailed to: Senior Manager, Equity Programs, Abbott Laboratories, D058G, AP6B-2, Abbott Park, IL 60064, USA.

PAKISTAN

1. **Repatriation Requirements.** As a condition of this Award, the Employee agrees to repatriate all Dividend Equivalents and all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

2. **Exchange Control Obligations.** To the extent applicable, the Employee is required to comply with certain consent and reporting requirements to the State Bank of Pakistan (Pakistan's central bank) under the exchange control laws of Pakistan. As the exchange control regulations can change frequently and at times, without notice, the Employee should consult his or her legal advisor prior to acquiring or selling Shares under the Program to ensure compliance with current regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

PHILIPPINES

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

ROMANIA

1. **Termination.** A Termination shall include the situation where the Employee's employment contract is terminated by operation of law on the date the Employee reaches the standard retirement age and has completed the minimum contribution record for receipt of state retirement pension or the relevant authorities award the Employee an early-retirement pension of any type.

2. **English Language.** The Employee hereby expressly agrees that this Agreement, the Program as well as all documents, notices and proceedings entered into, relating directly or indirectly hereto, be drawn up or communicated only in the English language. *Angajatul consimte în mod expres prin prezentul ca acest Contract, Programul precum și orice alte documente, notificări, înștiințări legate direct sau indirect de acest Contract să fie redactate sau efectuate doar în limba engleză.*

RUSSIA

1. **Sale or Transfer of Shares.** Notwithstanding anything to the contrary in the Program or the Agreement, the Employee shall not be permitted to sell or otherwise dispose of the Shares acquired pursuant to the Award in Russia. The Employee may sell the Shares only through a broker established and operating outside Russia.

2. Cash Payments to a Russian Bank Account. The Employee agrees to promptly repatriate proceeds resulting from the sale of Shares acquired under the Program to a foreign currency account at an authorized bank in Russia if legally required at the time Shares are sold and to comply with all applicable local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

SINGAPORE

Qualifying Person Exemption. The grant of the Award under the Program is being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (the "SFA"). The Program has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Employee should note that, as a result, the Award is subject to section 257 of the SFA and the Employee will not be able to make: (a) any subsequent sale of the Shares underlying the Award in Singapore; or (b) any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

SOUTH AFRICA

1. Withholding Taxes. The following provision supplements Section 8 of the Agreement:

By accepting the Award, the Employee agrees to notify the Company's local affiliate in South Africa that employs the Employee (the "Employer") of the amount of any gain realized upon vesting of the Units. If the Employee fails to advise the Employer of the gain realized upon vesting of the Units, the Employee may be liable for a fine. The Employee will be responsible for paying any difference between the actual tax liability and the amount withheld.

2. Exchange Control Obligations. The Employee is solely responsible for complying with applicable exchange control regulations and rulings (the "Exchange Control Regulations") in South

Africa. As the Exchange Control Regulations change frequently and without notice, the Employee should consult the Employee's legal advisor prior to the acquisition or sale of Shares under the Program to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

3. Securities Law Information and Deemed Acceptance of Units. Neither the Units nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 (the "Companies Act") and is not subject to the supervision of any South African governmental authority.

Pursuant to Section 96(1)(g)(ii) of the Companies Act, the Units offer must be finalized within six (6) months following the date the offer is communicated to you. If you do not want to accept the Units, you are required to decline the Units no later than the six (6) months following the date the offer is communicated to you. If you do not reject the Units within six (6) months following the date the offer is communicated to you, you will be deemed to accept the Units.

SPAIN

1. Acknowledgement of Discretionary Nature of the Program; No Vested Rights

By accepting the Award, the Employee consents to participation in the Program and acknowledges receipt of a copy of the Program.

The Employee understands that the Company has unilaterally, gratuitously and in its sole discretion granted Units under the Program to individuals who may be employees of the Company or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, the Employee understands that the Units are granted on the assumption and condition that the Units and the Shares acquired upon settlement of the Units shall not become a part of any employment contract (either with the Company or any of its Subsidiaries) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Employee understands that this grant would not be made to the Employee but for the assumptions and conditions referenced above; thus, the Employee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason the Award shall be null and void.

The Employee understands and agrees that, as a condition of the Award, unless otherwise provided in Sections 4 or 5 of the Agreement, any unvested Units as of the date the Employee ceases active employment will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of Termination. The Employee acknowledges that the Employee has read and specifically accepts the conditions referred to in the Agreement regarding the impact of a Termination on the Units.

2. Termination for Cause. Notwithstanding anything to the contrary in the Program or the Agreement, "Cause" shall be as defined as set forth in the Agreement, regardless of whether the Termination is considered a fair termination (i.e., "despido procedente") under Spanish legislation.

SRI LANKA

Settlement in Cash. Notwithstanding Section 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UKRAINE

Settlement in Cash. Notwithstanding Section 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UNITED KINGDOM

1. Withholding Taxes. The following provision supplements Section 8 of the Agreement.

If payment or withholding of the income tax due in connection with the Award is not made within 90 days after the end of the U.K. tax year in which the event giving rise to the income tax liability occurred or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Employee to the Subsidiary in the United Kingdom that employs the Employee (the “Employer”), effective as of the Due Date. The Employee agrees that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue & Customs (“HMRC”), it shall be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in Section 8 of the Agreement. Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she shall not be eligible for a loan from the Company to cover the income tax liability. In the event that the Employee is a director or executive officer and the income tax is not collected from or paid by him or her by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Employee on which additional income tax and national insurance contributions (“NICs”) will be payable. The Employee will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime, and for reimbursing the Company or the Employer (as applicable) the value of any employee NICs due on this additional benefit.

2. Exclusion of Claim. The Employee acknowledges and agrees that the Employee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Employee’s ceasing to have rights under or to be entitled to the Units, whether or not as a result of Termination (whether the Termination is in breach of contract or otherwise), or from the loss or diminution in value of the Units. Upon the grant of the Award, the Employee shall be deemed to have waived irrevocably any such entitlement.

UZBEKISTAN

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

VIETNAM

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Employee”) a Performance Restricted Stock Unit Award (the “Award”) of «NoShares12345» restricted stock units (the “Units”).

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control. This Award is intended to conform with the qualified performance-based compensation requirements of Section 162(m) of the Code and the regulations thereunder, to the extent applicable, and shall be construed accordingly.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Performance Restricted Stock Unit Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s employment contract, if any;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company or any of its Subsidiaries.
 - (c) *Change in Control Agreement:* An Agreement Regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee, if any.
 - (d) *Change in Control Cause:* shall mean the occurrence of any of the following circumstances during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control: the willful engaging by the Employee in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company. For purposes of this definition, no act, or failure to act, on the Employee’s part shall be deemed “willful” unless done, or omitted to be done, by the Employee not in good faith and without reasonable belief that the Employee’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Change in Control Cause unless and until the Company delivers to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to the Employee and an opportunity for the Employee, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Employee was guilty of conduct set forth above and specifying the particulars thereof in detail.
 - (e) *Change in Control Good Reason:* shall mean the occurrence of any of the following circumstances without the Employee’s express written consent during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control:
 - (i) a significant adverse change in the nature, scope or status of the Employee’s position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an Employee officer of a public company, the Employee ceasing to be an Employee officer of a public company;
 - (ii) the failure by the Company to pay the Employee any portion of the Employee’s current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;
 - (iii) a reduction in the Employee’s annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;

- (iv) the failure by the Company to award the Employee an annual bonus in any year which is at least equal to the annual bonus, awarded to the

Employee under the annual bonus plan of the Company for the year immediately preceding the year of the Change in Control;

- (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;
- (vi) the failure by the Company to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability, vacation, Employee automobile, Employee tax or financial advice benefits or club dues;
- (vii) the relocation of the Company's principal Employee offices to a location more than 35 miles from the location of such offices immediately prior to the Change in Control or the Company requiring the Employee to be based anywhere other than the location where the Employee primarily performs services for the Company immediately prior to the Change in Control except for required travel for the Company's business to an extent substantially consistent with the Employee's business travel obligations immediately prior to the Change in Control; or
- (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform any Change in Control Agreement.

For purposes of any determination regarding the existence of Change in Control Good Reason, any good faith determination by the Employee that Change in Control Good Reason exists shall be conclusive.

- (f) *Code of Business Conduct*: The Company's Code of Business Conduct, as amended from time to time.
- (g) *Controlled Group*:
- (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
- (ii) during the period of the TAP Pharmaceutical Products Inc. ("TAP") joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
- (h) *Data*: Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, date of

birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.

- (i) *Disability*: As of a particular date, the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of at least six (6) months under (i) the terms of the Abbott Laboratories Long-Term Disability Plan (formerly known as the Extended Disability Plan) (the "LTD Plan"), or (ii) if the Employee's employer does not participate in the LTD Plan, such similar accident and health plan providing replacement benefits in which the Employee's employer participates.
- (j) *Employee's Representative*: The Employee's legal guardian or other legal representative.
- (k) *Program*: The Abbott Laboratories 2017 Incentive Stock Program.
- (l) *Retirement*:
- (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
- age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.

- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.

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- (iv) For purposes of calculating service under this Section 1(l), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.
- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.
- (m) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries. Any Termination shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary, and employment shall not be extended by any statutory or common law notice of termination period.

2. **Delivery Dates and Shareholder Rights.** The Delivery Dates for Shares underlying the Units are the respective dates on which the Shares are payable to the Employee pursuant to Section 4 below. Prior to the Delivery Date(s):

- (a) the Employee shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
- (b) the Employee shall not be permitted to vote the Shares underlying the Units; and
- (c) the Employee's right to receive such Shares will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, the Employee shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the "Dividend Equivalents") (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Employee with respect to dividends or distributions the record date for which occurs on or after the date the Employee has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Employee is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Employee shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 6 and 7 below. The Units are not earned and may not be sold, exchanged, assigned, transferred,

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pledged or otherwise disposed of (collectively, the "Restrictions") until the Units are settled.

4. **Lapse of Restrictions.** Subject to Sections 5, 6 and 7 below:

- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries:
 - (i) the Restrictions on one-third of the total number of Units will lapse on «M_1st_yr_vest», provided the Company's prior year return on equity is a minimum of 12 percent;
 - (ii) the Restrictions on an additional one-third of the total number of Units will lapse on «M_2nd_yr_vest», provided the Company's prior year return on equity is a minimum of 12 percent;
 - (iii) the Restrictions on an additional one-third of the total number of Units will lapse on «M_3rd_yr_vest», provided the Company's prior year return on equity is a minimum of 12 percent; and
 - (iv) any Units for which Restrictions have not previously lapsed on the dates described in subsections 4(a)(i), (ii), and (iii) above shall remain outstanding and the Restrictions shall lapse on <<month and date of grant>>, «4th_yr_vest»

and/or «5th_yr_vest», provided that the Company's applicable prior year return on equity is a minimum of 12 percent, and provided further that no more than one-third of the Units will vest in any one (1) year.

Units for which Restrictions have lapsed, as described in this subsection 4(a), shall be settled in the form of Shares on the date(s) on which such Restrictions lapse (each, a "Delivery Date"). Unless indicated otherwise, Shares shall be delivered in an equal number (subject to rounding) as of each Delivery Date.

- (b) *Retirement.* The Restrictions shall continue to apply in the event of the Employee's Termination due to Retirement, but may lapse thereafter in accordance with the provisions of subsection 4(a), in which case any Units not previously settled shall be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Retirement as if the Employee had remained employed.
- (c) *Death.* The Restrictions shall lapse on the date of the Employee's Termination due to death, and any Units not previously settled on a Delivery Date shall be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as administratively possible after, and effective as of, the date of death.
- (d) *Disability.* The Restrictions shall lapse on the date of the Employee's Disability, and any Units not previously settled on a Delivery Date shall be settled in the form of Shares as soon as administratively possible after, and effective as of, the date of Disability.

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- 5. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the "Surviving Entity") may assume, convert or replace this Award with an award of at least equal value (determined using the same value for purchasing Company shares as used for purchasing Company shares not subject to this Agreement on the date of the Change in Control) with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Award, the Restrictions shall lapse on the date of the Change in Control. If the Surviving Entity does assume, convert or replace this Award, then in the event the Employee's Termination (i) occurs within the time period beginning six (6) months immediately before a Change in Control and ending two (2) years immediately following such Change in Control, and (ii) was initiated by the Company (or the Surviving Entity) for a reason other than Change in Control Cause or was initiated by the Employee for Change in Control Good Reason, the Restrictions shall lapse on the later of the date of the Change in Control and the date of the Employee's Termination. The provisions of this Section 5 shall supersede Section 13(a)(iv) and (v) of the Program.
- 6. **Effect of Certain Bad Acts.** If Section 5 does not apply, any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary. If Section 5 does apply, any Units not previously settled shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Board, the Employee engages in an activity that constitutes Change in Control Cause.
- 7. **Forfeiture of Units.** In the event of the Employee's Termination for any reason other than those set forth in subsections 4 (b), (c), (d) or Section 5, any Units with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. If the Company terminates the Employee other than for Cause and such termination is not covered by Section 5, the Company may, in its sole discretion, cause some or all of the Units not previously settled on a Delivery Date to continue to be subject to the Restrictions, provided such Restrictions may lapse thereafter in accordance with the provisions of subsection 4(a), in which case such Units shall be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Termination. In accepting this Award, the Employee acknowledges that in the event of Termination (whether or not in breach of local labor laws), the Employee's right to vest in the Units, if any, will terminate effective as of the date that the Employee is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law) and that the Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of this Award.
- 8. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:

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- (a) having the Company withhold Shares;
- (b) tendering Shares received in connection with the Units back to the Company;
- (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
- (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon

settlement of the Units that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

9. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
10. **Nature of Grant.** In accepting this grant of Units, the Employee acknowledges that:
- (a) The Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
 - (b) This Award is a one-time benefit and does not create any contractual or other right to receive future grants of Units, benefits in lieu of Units, or other Program Benefits in the future, even if Units have been granted repeatedly in the past;
 - (c) All decisions with respect to future Unit grants, if any, and their terms and conditions, will be made by the Committee, in its sole discretion;

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- (d) Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
 - (e) The Employee is voluntarily participating in the Program;
 - (f) The Units and Shares subject to the Units are:
 - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
 - (ii) not intended to replace any pension rights or compensation;
 - (iii) not part of the Employee's normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or its Subsidiaries;
 - (g) The future value of the Shares underlying the Units is unknown and cannot be predicted with certainty;
 - (h) In consideration of the Award, no claim or entitlement to compensation or damages shall arise from the Units resulting from Termination (for any reason whatsoever) and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
 - (i) The Units and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
 - (j) Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Units, the amount realized upon settlement of the Units or the amount realized upon a subsequent sale of any Shares acquired upon settlement of the Units, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.
11. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:

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- (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and

- (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

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The Employee may seek to exercise these rights by contacting his or her local human resources manager.

12. **Form of Payment.** The Company may, in its sole discretion, settle the Employee's Units in the form of a cash payment to the extent settlement in Shares: (i) is prohibited under local law; (ii) would require the Employee, the Company and/or its Subsidiaries to obtain the approval of any governmental and/or regulatory body in the Employee's country; (iii) would result in adverse tax consequences for the Employee or the Company; or (iv) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Employee's Units in the form of Shares but require the Employee to sell such Shares immediately or within a specified period of time following the Employee's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Employee's behalf).
13. **Private Placement.** The grant of this Unit is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this grant of Units is not subject to the supervision of the local securities authorities.
14. **Exchange Controls.** As a condition to this grant of Units, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
15. **Compliance with Applicable Laws and Regulations.**
 - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
 - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, lapse of Restrictions or settlement of the Units, the issuance of Shares upon payment of the Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any Dividend Equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Employee has become subject to tax in more than one (1) jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its

Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction.

16. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including Retirement) shall instead be paid on the first business day after the date that is six (6) months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (i) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (ii) except as otherwise provided in Section 13(a) of the Program, upon the lapse of Restrictions pursuant to Section 5 of this Agreement, any Units not previously settled on a Delivery Date shall be settled as soon as administratively possible after, and effective as of, the date of the Change in Control or the date of the Employee's Termination (as applicable); (iii) the term "as soon as administratively possible" means a period of time that is within 60 days after the Termination, Disability or Change in Control (as applicable); and (iv) the date of the Employee's Disability shall be determined by the Company in its sole discretion.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.

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18. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Units and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
19. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
20. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
21. **Addendum.** This grant of Units shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Employee's country. Moreover, if the Employee relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's relocation). The Addendum constitutes part of this Agreement.
22. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
23. **Entire Agreement.** This Agreement, the Program, the Program prospectus, the Program administrative rules and any applicable Company policies constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and

the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.

24. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
25. **Language.** If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

ADDENDUM TO THE ABBOTT LABORATORIES PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

In addition to the terms and conditions set forth in the Agreement, the Award is subject to the following terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Program. If the Employee is employed in a country identified in the Addendum, the additional terms and conditions for such country shall apply. If the Employee transfers residence and/or employment to a country identified in the Addendum, the additional terms and conditions for such country shall apply to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable to comply with local law or to facilitate administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's transfer).

ALGERIA

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

AUSTRALIA

1. Breach of Law. Notwithstanding anything to the contrary in the Agreement or the Program, the Employee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Program if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits.

2. Australian Offer Document. In addition to the Agreement and the Program, the Employee must review the Australian Offer Document and the Australian Addendum to the Program for additional important information pertaining to the Award. Both of these documents can be accessed via the UBS website at www.ubs.com/onesource/abt. By accepting the Award, the Employee acknowledges and confirms that the Employee has reviewed these documents.

BRAZIL

Labor Law Acknowledgment. The Employee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Program are the result of commercial transactions unrelated to the Employee's employment; (ii) the Agreement and the Program are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the Units, if any, is not part of the Employee's remuneration from employment.

CANADA

1. Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. English Language. The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous***

documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

CHILE

Private Placement. The following provision shall replace Section 13 of the Agreement:

The grant of the Units hereunder is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) The starting date of the offer will be the Grant Date (as defined in the Agreement), and this offer conforms to General Ruling no. 336 of the Chilean Superintendence of Securities and Insurance;
 - b) The offer deals with securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Superintendence of Securities and Insurance, and therefore such securities are not subject to its oversight;
 - c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Superintendence of Securities and Insurance; and
 - d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.
- a) *La fecha de inicio de la oferta será el de la fecha de otorgamiento (o “Grant Date”, según este término se define en el documento denominado “Agreement”) y esta oferta se acoge a la norma de Carácter General n° 336 de la Superintendencia de Valores y Seguros Chilena;*
 - b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Superintendencia de Valores y Seguros Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
 - c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*
 - d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*

CHINA

Foreign Exchange Control Laws. The following provisions shall govern the Employee’s participation in the Program if the Employee is a national of the People’s Republic of China (“China”) resident in mainland China, or if determined to be necessary or appropriate by the Company in its sole discretion:

The Employee agrees to hold the Shares received upon settlement of the Units with the Company’s designated broker. Upon a Termination, the Employee shall be required to sell all Shares issued pursuant to the Units within 90 days (or such shorter period as may be required by the State Administration of Foreign Exchange) of the Termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the Shares (including procedures whereby the Company may issue sell instructions on behalf of the Employee), and the Employee hereby agrees to comply with such procedures

and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China.

The Employee understands and agrees that the repatriation of sales proceeds may need to be effected through a special exchange control account established by the Company or its Subsidiaries, and the Employee hereby consents and agrees that sales proceeds from the sale of Shares acquired under the Program may be transferred to such account by the Company on the Employee’s behalf prior to being delivered to the Employee. The sales proceeds may be paid to the Employee in U.S. dollars or local currency at the Company’s discretion. If the sales proceeds are paid to the Employee in U.S. dollars, the Employee understands that the Employee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the sales proceeds are paid to the Employee in local currency, the Employee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and proceeds to local currency due to exchange control restrictions. The Employee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Employee. The Employee further agrees to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future in order to facilitate compliance with exchange control requirements in China. The Employee agrees to be subject to these restrictions even after Termination.

Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses the Employee may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company’s operation and enforcement of the Program, the Agreement and the Units in accordance with Chinese law including, without limitation, any applicable State Administration of Foreign Exchange rules, regulations and requirements.

CROATIA

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

DENMARK

Treatment of Units upon Termination. Notwithstanding any provisions in the Agreement to the contrary, if the Employee is determined to be an “Employee,” as defined in section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the “Stock Option Act”), the treatment of the Units upon a Termination shall be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Program governing the treatment of the Units upon a Termination are more favorable, the provisions of the Agreement or the Program will govern.

FINLAND

Withholding of Tax-Related Items. Notwithstanding Section 8 of the Agreement, if the Employee is a local national of Finland, any Tax-Related Items shall be withheld only in cash from the Employee’s regular salary/wages or other amounts payable to the Employee in cash, or such other withholding methods as may be permitted under the Program and allowed under local law.

FRANCE

1. **Nature of the Award.** The Units are not granted under the French specific regime provided by Articles L225-197-1 and seq. of the French commercial code.

2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.***

HONG KONG

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Agreement, Addendum or the Program, the Award shall be settled only in Shares (and may not be settled in cash).

2. **Lapse of Restrictions.** If, for any reason, Shares are issued to the Employee within six (6) months of the Grant Date, the Employee agrees that he or she will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

3. **IMPORTANT NOTICE.** WARNING: The contents of the Agreement, the Addendum, the Program, and all other materials pertaining to the Units and/or the Program have not been reviewed by any regulatory authority in Hong Kong. The Employee is hereby advised to exercise caution in relation to the offer thereunder. If the Employee has any doubts about any of the contents of the aforesaid materials, the Employee should obtain independent professional advice.

4. **Wages.** The Units and Shares subject to the Units do not form part of the Employee’s wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

5. **Nature of the Program.** The Company specifically intends that the Program will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance (“ORSO”). To the extent any court, tribunal or legal/regulatory body in Hong Kong determines that the Program constitutes an occupational retirement scheme for the purposes of ORSO, the grant of the Units shall be null and void.

INDIA

Repatriation Requirements. As a condition of this Award, the Employee agrees to repatriate all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee’s failure to comply with applicable laws.

ISRAEL

Indemnification for Tax Liabilities. As a condition of the grant of Units, the Employee expressly consents and agrees to indemnify the Company and/or its Subsidiaries and hold them harmless from any and all liability attributable to taxes, interest or penalties thereon, including without limitation, liabilities relating to the necessity to withhold any taxes.

MEXICO

1. **Commercial Relationship.** The Employee expressly acknowledges that the Employee’s participation in the Program and the Company’s grant of the Award does not constitute an employment relationship between the Employee and the Company. The Employee has been granted the Award as a consequence of the commercial relationship between the Company and the Company’s Subsidiary in Mexico that employs the Employee, and the Company’s Subsidiary in Mexico is the Employee’s sole employer. Based on the foregoing: (a) the Employee expressly acknowledges that the Program and the benefits derived from participation in the Program do not establish any rights between the Employee and the Subsidiary in Mexico that employs the Employee; (b) the Program and the benefits derived from participation in the Program are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Employee; and (c) any modifications or amendments of the Program or benefits granted thereunder by the Company, or a termination of the Program by the Company, shall not constitute a change or impairment of the terms and conditions of the Employee’s employment with the Subsidiary in Mexico.

2. **Extraordinary Item of Compensation.** The Employee expressly recognizes and acknowledges that the Employee’s participation in the Program is a result of the discretionary and unilateral decision of the Company, as well as the Employee’s free and voluntary decision to participate in the Program in

accord with the terms and conditions of the Program, the Employee's Agreement and this Addendum. As such, the Employee acknowledges and agrees that the Company may, in its sole discretion, amend and/or discontinue the Employee's participation in the Program at any time and without any liability. The value of the Units is an extraordinary item of compensation outside the scope of the Employee's employment contract, if any. The Units are not part of the Employee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Employee.

NETHERLANDS

Waiver of Termination Rights. The Employee waives any and all rights to compensation or damages as a result of a Termination, insofar as those rights result or may result from: (a) the loss or diminution in value of such rights or entitlements under the Program; or (b) the Employee ceasing to have rights, or ceasing to be entitled to any Awards under the Program as a result of such Termination.

NEW ZEALAND

Securities Law Notice.

Warning

This is an offer of Units which, upon vesting and settlement in accordance with the terms of the Program and the Agreement, will be converted into Shares. Shares give you a stake in the ownership of Abbott Laboratories. You may receive a return if dividends are paid.

If Abbott Laboratories runs into financial difficulties and is wound up, you will be paid only after all creditors and holders of preference shares have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the vesting and settlement of the Units, you will not have any rights of ownership (e.g., voting rights) with respect to the underlying Shares.

No interest in any Units may be transferred (legally or beneficially), assigned, mortgaged, charged or encumbered.

The Shares are quoted on the New York Stock Exchange. This means that if you acquire Shares under the Plan, you may be able to sell them on the New York Stock Exchange if there are interested buyers. You may get less than you invested. The price will depend on the demand for the Shares.

You also are hereby notified that the documents listed below are available for review on sites at the web addresses listed below:

1. Abbott Laboratories' most recent Annual Report (Form 10-K): <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
- 2.
3. Abbott Laboratories' most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements: <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
- 4.
5. The Abbott Laboratories 2017 Incentive Stock Program: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.
- 6.
7. Abbott Laboratories 2017 Incentive Stock Program Prospectus: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.

A copy of the above documents will be sent to you free of charge on written request being mailed to: Senior Manager, Equity Programs, Abbott Laboratories, D058G, AP6B-2, Abbott Park, IL 60064, USA.

PAKISTAN

1. **Repatriation Requirements.** As a condition of this Award, the Employee agrees to repatriate all Dividend Equivalents and all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

2. **Exchange Control Obligations.** To the extent applicable, the Employee is required to comply with certain consent and reporting requirements to the State Bank of Pakistan (Pakistan's central bank) under the exchange control laws of Pakistan. As the exchange control regulations can change frequently and at times, without notice, the Employee should consult his or her legal advisor prior to acquiring or selling Shares under the Program to ensure compliance with current regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

PHILIPPINES

ROMANIA

1. Termination. A Termination shall include the situation where the Employee's employment contract is terminated by operation of law on the date the Employee reaches the standard retirement age and has completed the minimum contribution record for receipt of state retirement pension or the relevant authorities award the Employee an early-retirement pension of any type.

2. English Language. The Employee hereby expressly agrees that this Agreement, the Program as well as all documents, notices and proceedings entered into, relating directly or indirectly hereto, be drawn up or communicated only in the English language. ***Angajatul consimte în mod expres prin prezentul ca acest Contract, Programul precum și orice alte documente, notificări, înștiințări legate direct sau indirect de acest Contract să fie redactate sau efectuate doar în limba engleză.***

RUSSIA

1. Sale or Transfer of Shares. Notwithstanding anything to the contrary in the Program or the Agreement, the Employee shall not be permitted to sell or otherwise dispose of the Shares acquired pursuant to the Award in Russia. The Employee may sell the Shares only through a broker established and operating outside Russia.

2. Cash Payments to a Russian Bank Account. The Employee agrees to promptly repatriate proceeds resulting from the sale of Shares acquired under the Program to a foreign currency account at an authorized bank in Russia if legally required at the time Shares are sold and to comply with all applicable local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

SINGAPORE

Qualifying Person Exemption. The grant of the Award under the Program is being made pursuant to the "Qualifying Person" exemption under section 273(1) (f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (the "SFA"). The Program has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Employee should note that, as a result, the Award is subject to section 257 of the SFA and the Employee will not be able to make: (a) any subsequent sale of the Shares underlying the Award in Singapore; or (b) any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

SOUTH AFRICA

1. Withholding Taxes. The following provision supplements Section 8 of the Agreement:

By accepting the Award, the Employee agrees to notify the Company's local affiliate in South Africa that employs the Employee (the "Employer") of the amount of any gain realized upon vesting of the Units. If the Employee fails to advise the Employer of the gain realized upon vesting of the Units, the Employee may be liable for a fine. The Employee will be responsible for paying any difference between the actual tax liability and the amount withheld.

2. Exchange Control Obligations. The Employee is solely responsible for complying with applicable exchange control regulations and rulings (the "Exchange Control Regulations") in South

Africa. As the Exchange Control Regulations change frequently and without notice, the Employee should consult the Employee's legal advisor prior to the acquisition or sale of Shares under the Program to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

3. Securities Law Information and Deemed Acceptance of Units. Neither the Units nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 (the "Companies Act") and is not subject to the supervision of any South African governmental authority.

Pursuant to Section 96(1)(g)(ii) of the Companies Act, the Units offer must be finalized within six (6) months following the date the offer is communicated to you. If you do not want to accept the Units, you are required to decline the Units no later than the six (6) months following the date the offer is communicated to you. If you do not reject the Units within six (6) months following the date the offer is communicated to you, you will be deemed to accept the Units.

SPAIN

1. Acknowledgement of Discretionary Nature of the Program; No Vested Rights

By accepting the Award, the Employee consents to participation in the Program and acknowledges receipt of a copy of the Program.

The Employee understands that the Company has unilaterally, gratuitously and in its sole discretion granted Units under the Program to individuals who may be employees of the Company or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, the

Employee understands that the Units are granted on the assumption and condition that the Units and the Shares acquired upon settlement of the Units shall not become a part of any employment contract (either with the Company or any of its Subsidiaries) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Employee understands that this grant would not be made to the Employee but for the assumptions and conditions referenced above; thus, the Employee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason the Award shall be null and void.

The Employee understands and agrees that, as a condition of the Award, unless otherwise provided in Sections 4 or 5 of the Agreement, any unvested Units as of the date the Employee ceases active employment will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of Termination. The Employee acknowledges that the Employee has read and specifically accepts the conditions referred to in the Agreement regarding the impact of a Termination on the Units.

2. Termination for Cause. Notwithstanding anything to the contrary in the Program or the Agreement, “Cause” shall be as defined as set forth in the Agreement, regardless of whether the Termination is considered a fair termination (i.e., “despido procedente”) under Spanish legislation.

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SRI LANKA

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UKRAINE

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

UNITED KINGDOM

1. Withholding Taxes. The following provision supplements Section 8 of the Agreement.

If payment or withholding of the income tax due in connection with the Award is not made within 90 days after the end of the U.K. tax year in which the event giving rise to the income tax liability occurred or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Employee to the Subsidiary in the United Kingdom that employs the Employee (the “Employer”), effective as of the Due Date. The Employee agrees that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue & Customs (“HMRC”), it shall be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in Section 8 of the Agreement. Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she shall not be eligible for a loan from the Company to cover the income tax liability. In the event that the Employee is a director or executive officer and the income tax is not collected from or paid by him or her by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Employee on which additional income tax and national insurance contributions (“NICs”) will be payable. The Employee will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime, and for reimbursing the Company or the Employer (as applicable) the value of any employee NICs due on this additional benefit.

2. Exclusion of Claim. The Employee acknowledges and agrees that the Employee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Employee’s ceasing to have rights under or to be entitled to the Units, whether or not as a result of Termination (whether the Termination is in breach of contract or otherwise), or from the loss or diminution in value of the Units. Upon the grant of the Award, the Employee shall be deemed to have waived irrevocably any such entitlement.

UZBEKISTAN

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

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VIETNAM

Settlement in Cash. Notwithstanding Sections 4 or 5 of the Agreement or any other provision in the Agreement to the contrary, pursuant to Section 12 of the Agreement, the Units will be settled in the form of a cash payment, except as otherwise determined by the Company.

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**ABBOTT LABORATORIES
RESTRICTED STOCK AGREEMENT**

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Employee”) a Restricted Stock Award (the “Award”) of «NoShares12345» Shares.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any

 activity, employment or business which is competitive with the Company or any of its Subsidiaries.
 - (c) *Change in Control Agreement:* An Agreement Regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee, if any.
 - (d) *Change in Control Cause:* shall mean the occurrence of any of the following circumstances during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control: the willful engaging by the Employee in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company. For purposes of this definition, no act, or failure to act, on the Employee’s part shall be deemed “willful” unless done, or omitted to be done, by the Employee not in good faith and without reasonable belief that the Employee’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Change in Control Cause unless and until the Company delivers to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to the Employee and an opportunity for the Employee, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Employee was guilty of conduct set forth above and specifying the particulars thereof in detail.
 - (e) *Change in Control Good Reason:* shall mean the occurrence of any of the following circumstances without the Employee’s express written consent during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control:
 - (i) a significant adverse change in the nature, scope or status of the Employee’s position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an Employee officer of a public company, the Employee ceasing to be an Employee officer of a public company;
 - (ii) the failure by the Company to pay the Employee any portion of the Employee’s current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;
 - (iii) a reduction in the Employee’s annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;

- (iv) the failure by the Company to award the Employee an annual bonus in any year which is at least equal to the annual bonus, awarded to the Employee under the annual bonus plan of the Company for the year immediately preceding the year of the Change in Control;

- (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;
- (vi) the failure by the Company to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability, vacation, Employee automobile, Employee tax or financial advice benefits or club dues;
- (vii) the relocation of the Company's principal Employee offices to a location more than 35 miles from the location of such offices immediately prior to the Change in Control or the Company requiring the Employee to be based anywhere other than the location where the Employee primarily performs services for the Company immediately prior to the Change in Control except for required travel for the Company's business to an extent substantially consistent with the Employee's business travel obligations immediately prior to the Change in Control; or
- (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform any Change in Control Agreement.

For purposes of any determination regarding the existence of Change in Control Good Reason, any good faith determination by the Employee that Change in Control Good Reason exists shall be conclusive.

- (f) *Code of Business Conduct*: The Company's Code of Business Conduct, as amended from time to time.
- (g) *Controlled Group*:
- (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
- (ii) during the period of the TAP Pharmaceutical Products Inc. ("TAP") joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
- (h) *Data*: Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested

or outstanding in the Employee's favor, for the purpose of managing and administering the Program.

- (i) *Disability*: Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.
- (j) *Employee Agreement*: The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
- (k) *Employee's Representative*: The Employee's legal guardian or other legal representative.
- (l) *Program*: The Abbott Laboratories 2017 Incentive Stock Program.
- (m) *Retirement*:
- (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
- age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.
- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:

- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iv) For purposes of calculating service under this Section 1(m), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.

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- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.
- (n) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries.
2. **Shareholder Rights.** Subject to the conditions below, the Employee shall have all the rights of a shareholder with respect to the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be “Shares” hereunder) including the right to vote and to receive all cash dividends or other cash distributions paid or made with respect to the Shares regardless of whether the Restrictions described below are in effect.
3. **Restrictions.** The Shares are subject to the forfeiture provisions in Sections 6 and 7 below. The Shares are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the “Restrictions”) until an event or combination of events described in subsections 4(a), (b), (c), (d) or Section 5 occurs.
4. **Lapse of Restrictions.** Subject to the provisions of Sections 5, 6 and 7 below:
- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries, the Restrictions on one-third of the Shares will lapse on each of the first three (3) anniversaries of the Grant Date until, on the third anniversary of the Grant Date, 100% of the Shares are no longer subject to the Restrictions.
 - (b) *Retirement.* If the Employee’s Termination occurs due to Retirement, then any Restrictions remaining after the date of such Retirement shall continue to lapse on the anniversaries of the Grant Date as set forth in subsection 4(a) above as if the Employee had remained employed on such dates.
 - (c) *Death.* The Restrictions shall lapse on the date of the Employee’s Termination due to death.
 - (d) *Disability.* The Restrictions shall lapse on the date the Employee incurs 12 consecutive months of Disability.
5. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the “Surviving Entity”) may assume, convert or replace this Award with an award of at least equal value (determined using the same value for purchasing Company shares as used for purchasing Company shares not subject to this Agreement on the date of the Change in Control) with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Award, the Restrictions shall lapse on the date of the Change in Control. If the Surviving Entity does assume, convert or replace this Award, then in the event the Employee’s Termination (i) occurs within the time period beginning six (6) months

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immediately before a Change in Control and ending two (2) years immediately following such Change in Control, and (ii) was initiated by the Company (or the Surviving Entity) for a reason other than Change in Control Cause or was initiated by the Employee for Change in Control Good Reason, the Restrictions shall lapse on the later of the date of the Change in Control and the date of the Employee’s Termination. The provisions of this Section 5 shall supersede Section 13(a)(iii) of the Program.

6. **Effect of Certain Bad Acts.** If Section 5 does not apply, any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary. If Section 5 does apply, any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Board, the Employee engages in an activity that constitutes Change in Control Cause.
7. **Forfeiture of Shares.** In the event of the Employee’s Termination for any reason other than those set forth in subsections 4(b), (c), (d) or Section 5, any Shares with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee’s Representative. If the Company terminates the Employee other than for Cause and such

termination is not covered by Section 5, the Company may, in its sole discretion, cause Restrictions on some or all of the Shares to lapse on the dates set forth in subsection 4(a) above as if the Employee had remained employed on such dates.

8. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
- (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Award back to the Company;
 - (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (d) selling Shares issued pursuant to the Award and having the Company withhold from proceeds of the sale of such Shares;
 - (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
 - (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable

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pursuant to the Award that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Award, subject to the Restrictions set forth in this Agreement.

9. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
10. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.
11. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan, investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.
12. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent

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holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.

- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data

processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.

- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 13. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Award, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.

- 14. **Entire Agreement.** This Agreement, the Program, the Program prospectus, the Program administrative rules, and any applicable Company policies constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
- 15. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
- 16. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program, and/or accommodate the Employee's relocation.
- 17. **Code Section 409A.** The Award is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Award is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

- 18. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.

- 19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable,

in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state’s conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

**ABBOTT LABORATORIES
RESTRICTED STOCK AGREEMENT**

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) a Restricted Stock Award (the “Award”) of «**NoShares12345**» Shares.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company or any of its Subsidiaries.
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- (c) *Change in Control Agreement:* An Agreement Regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee, if any.
 - (d) *Change in Control Cause:* shall mean the occurrence of any of the following circumstances during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control: the willful engaging by the Employee in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company. For purposes of this definition, no act, or failure to act, on the Employee’s part shall be deemed “willful” unless done, or omitted to be done, by the Employee not in good faith and without reasonable belief that the Employee’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Change in Control Cause unless and until the Company delivers to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to the Employee and an opportunity for the Employee, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Employee was guilty of conduct set forth above and specifying the particulars thereof in detail.
 - (e) *Change in Control Good Reason:* shall mean the occurrence of any of the following circumstances without the Employee’s express written consent during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control:
 - (i) a significant adverse change in the nature, scope or status of the Employee’s position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an Employee officer of a public company, the Employee ceasing to be an Employee officer of a public company;
 - (ii) the failure by the Company to pay the Employee any portion of the Employee’s current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;
 - (iii) a reduction in the Employee’s annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;
 - (iv) the failure by the Company to award the Employee an annual bonus in any year which is at least equal to the annual bonus, awarded to the Employee under the annual bonus plan of the Company for the year immediately preceding the

year of the Change in Control;

- (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic

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basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;

- (vi) the failure by the Company to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability, vacation, Employee automobile, Employee tax or financial advice benefits or club dues;
- (vii) the relocation of the Company's principal Employee offices to a location more than 35 miles from the location of such offices immediately prior to the Change in Control or the Company requiring the Employee to be based anywhere other than the location where the Employee primarily performs services for the Company immediately prior to the Change in Control except for required travel for the Company's business to an extent substantially consistent with the Employee's business travel obligations immediately prior to the Change in Control; or
- (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform any Change in Control Agreement.

For purposes of any determination regarding the existence of Change in Control Good Reason, any good faith determination by the Employee that Change in Control Good Reason exists shall be conclusive.

- (f) *Code of Business Conduct*: The Company's Code of Business Conduct, as amended from time to time.
- (g) *Data*: Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.
- (h) *Disability*: Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.
- (i) *Employee Agreement*: The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
- (j) *Employee's Representative*: The Employee's legal guardian or other legal representative.
- (k) *Program*: The Abbott Laboratories 2017 Incentive Stock Program.

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- (l) *Termination*: A severance of employment for any reason (including retirement) from the Company and all Subsidiaries.

2. **Shareholder Rights.** Subject to the conditions below, the Employee shall have all the rights of a shareholder with respect to the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be "Shares" hereunder) including the right to vote and to receive all cash dividends or other cash distributions paid or made with respect to the Shares regardless of whether the Restrictions described below are in effect.
3. **Restrictions.** The Shares are subject to the forfeiture provisions in Sections 6 and 7 below. The Shares are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the "Restrictions") until the earliest to occur of the events described in subsection 4(a), (b), (c) or Section 5.
4. **Lapse of Restrictions.** Subject to the provisions of Sections 5, 6 and 7 below:
 - (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries, the Restrictions on 100% of the Shares will lapse on the third anniversary of the Grant Date.
 - (b) *Death.* The Restrictions shall lapse on the date of the Employee's Termination due to death.
 - (c) *Disability.* The Restrictions shall lapse on the date the Employee incurs 12 consecutive months of Disability.
5. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the "Surviving Entity") may assume, convert or replace this Award with an award of at least equal value (determined using the same value for purchasing Company shares as used for purchasing Company shares not subject to this Agreement on the date of the Change in Control) with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Award, the Restrictions shall lapse on the date of the Change in Control. If the Surviving Entity does assume, convert or

replace this Award, then in the event the Employee's Termination (i) occurs within the time period beginning six (6) months immediately before a Change in Control and ending two (2) years immediately following such Change in Control, and (ii) was initiated by the Company (or the Surviving Entity) for a reason other than Change in Control Cause or was initiated by the Employee for Change in Control Good Reason, the Restrictions shall lapse on the later of the date of the Change in Control and the date of the Employee's Termination. The provisions of this Section 5 shall supersede Section 13(a)(iii) of the Program.

6. **Effect of Certain Bad Acts.** If Section 5 does not apply, any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary. If Section 5 does apply, any

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Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Board, the Employee engages in an activity that constitutes Change in Control Cause.

7. **Forfeiture of Shares.** In the event of the Employee's Termination for any reason other than those set forth in subsections 4(b), (c) or Section 5, any Shares with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. If the Company terminates the Employee other than for Cause and such termination is not covered by Section 5, the Company may, in its sole discretion, cause Restrictions on some or all of the Shares to lapse on the date set forth in subsection 4(a) above as if the Employee had remained employed on such date.
8. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
- (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Award back to the Company;
 - (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (d) selling Shares issued pursuant to the Award and having the Company withhold from proceeds of the sale of such Shares;
 - (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
 - (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Award that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Award, subject to the Restrictions set forth in this Agreement.

9. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;

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- (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
10. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.
11. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan, investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.
12. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:

- (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing

purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.

- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 13. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Award, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
- 14. **Entire Agreement.** This Agreement, the Program, the Program prospectus, the Program administrative rules, and any applicable Company policies constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
- 15. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.

- 16. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program, and/or accommodate the Employee's relocation.
- 17. **Code Section 409A.** The Award is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Award is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

18. Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.
19. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
20. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK AGREEMENT

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Employee”) a Performance Restricted Stock Award (the “Award”) of «NoShares12345» Shares.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control. This Award is intended to conform with the qualified performance-based compensation requirements of Section 162(m) of the Code and the regulations thereunder, to the extent applicable, and shall be construed accordingly.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.

- (a) *Agreement:* This Performance Restricted Stock Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company or any of its Subsidiaries.
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- (c) *Change in Control Agreement:* An Agreement Regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee, if any.
 - (d) *Change in Control Cause:* shall mean the occurrence of any of the following circumstances during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control: the willful engaging by the Employee in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company. For purposes of this definition, no act, or failure to act, on the Employee’s part shall be deemed “willful” unless done, or omitted to be done, by the Employee not in good faith and without reasonable belief that the Employee’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Change in Control Cause unless and until the Company delivers to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to the Employee and an opportunity for the Employee, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Employee was guilty of conduct set forth above and specifying the particulars thereof in detail.
 - (e) *Change in Control Good Reason:* shall mean the occurrence of any of the following circumstances without the Employee’s express written consent during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control:
 - (i) a significant adverse change in the nature, scope or status of the Employee’s position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an Employee officer of a public company, the Employee ceasing to be an Employee officer of a public company;
 - (ii) the failure by the Company to pay the Employee any portion of the Employee’s current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;
 - (iii) a reduction in the Employee’s annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;
 - (iv) the failure by the Company to award the Employee an annual bonus in any year which is at least equal to the annual bonus, awarded to the Employee under the annual bonus plan of the Company for the year immediately preceding the year of the Change in Control;

- (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;

- (vi) the failure by the Company to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability, vacation, Employee automobile, Employee tax or financial advice benefits or club dues;
- (vii) the relocation of the Company's principal Employee offices to a location more than 35 miles from the location of such offices immediately prior to the Change in Control or the Company requiring the Employee to be based anywhere other than the location where the Employee primarily performs services for the Company immediately prior to the Change in Control except for required travel for the Company's business to an extent substantially consistent with the Employee's business travel obligations immediately prior to the Change in Control; or
- (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform any Change in Control Agreement.

For purposes of any determination regarding the existence of Change in Control Good Reason, any good faith determination by the Employee that Change and Control Good Reason exists shall be conclusive.

- (f) *Code of Business Conduct*: The Company's Code of Business Conduct, as amended from time to time.
- (g) *Controlled Group*:
- (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
- (ii) during the period of the TAP Pharmaceutical Products Inc. ("TAP") joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
- (h) *Data*: Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.
- (i) *Disability*: Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.

- (j) *Employee Agreement*: The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
- (k) *Employee's Representative*: The Employee's legal guardian or other legal representative.
- (l) *Program*: The Abbott Laboratories 2017 Incentive Stock Program.
- (m) *Retirement*:
- (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
- age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.
- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.

- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iv) For purposes of calculating service under this Section 1(m), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.
- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.

(n) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries.

2. **Shareholder Rights.** Subject to the conditions below, the Employee shall have all the rights of a shareholder with respect to the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be “Shares” hereunder) including the right to

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vote and to receive all cash dividends or other cash distributions paid or made with respect to the Shares regardless of whether the Restrictions described below are in effect.

3. **Restrictions.** The Shares are subject to the forfeiture provisions in Sections 6 and 7 below. The Shares are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the “Restrictions”) until an event or combination of events described in subsections 4(a), (b), (c), (d) or Section 5 occurs.

4. **Lapse of Restrictions.** Subject to the provisions of Sections 5, 6 and 7 below:

- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries:
- (i) the Restrictions on one-third of the Shares will lapse on the last business day of February 201 , provided the Company’s prior year return on equity is a minimum of 12 percent;
 - (ii) the Restrictions on an additional one-third of the total number of Shares will lapse on the last business day of February 201 , provided the Company’s prior year return on equity is a minimum of 12 percent;
 - (iii) the Restrictions on an additional one-third of the total number of Shares will lapse on the last business day of February 201 , provided the Company’s prior year return on equity is a minimum of 12 percent; and
 - (iv) any Shares for which Restrictions have not previously lapsed on the dates described in subsections 4(a)(i), (ii), and (iii) above shall remain outstanding and the Restrictions shall lapse on the last business day of February 202 and/or 202 , provided that the Company’s applicable prior year return on equity is a minimum of 12 percent, and provided further that no more than one-third of the Shares will vest in any one (1) year.
- (b) *Retirement.* The Restrictions shall continue to apply in the event of the Employee’s Termination due to Retirement, but may lapse thereafter in accordance with the provisions of subsection 4(a) above as if the Employee had remained employed.
- (c) *Death.* The Restrictions shall lapse on the date of the Employee’s Termination due to death.
- (d) *Disability.* The Restrictions shall lapse on the date the Employee incurs 12 consecutive months of Disability.

5. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the “Surviving Entity”) may assume, convert or replace this Award with an award of at least equal value (determined using the same value for purchasing Company shares as used for purchasing Company shares not subject to this Agreement on the date of the Change in Control) with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Award, the Restrictions shall lapse on the date of the Change in Control. If the Surviving Entity does assume, convert or replace this Award, then in the event the

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Employee’s Termination (i) occurs within the time period beginning six (6) months immediately before a Change in Control and ending two (2) years immediately following such Change in Control, and (ii) was initiated by the Company (or the Surviving Entity) for a reason other than Change in Control Cause or was initiated by the Employee for Change in Control Good Reason, the Restrictions shall lapse on the later of the date of the Change in Control and the date of the Employee’s Termination. The provisions of this Section 5 shall supersede Section 13(a)(iii) and (v) of the Program.

6. **Effect of Certain Bad Acts.** If Section 5 does not apply, any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause,

whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary. If Section 5 does apply, any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Board, the Employee engages in an activity that constitutes Change in Control Cause.

7. **Forfeiture of Shares.** In the event of the Employee's Termination for any reason other than those set forth in subsections 4 (b), (c), (d) or Section 5, any Shares with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. If the Company terminates the Employee for any reason other than for Cause and such termination is not covered by Section 5, the Company may, in its sole discretion, cause Restrictions on some or all of the Shares to lapse on the dates set forth in subsection 4(a) above as if the Employee had remained employed on such dates.
8. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
- (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Award back to the Company;
 - (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (d) selling Shares issued pursuant to the Award and having the Company withhold from proceeds of the sale of such Shares;
 - (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
 - (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Award that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

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If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Award, subject to the Restrictions set forth in this Agreement.

9. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
10. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.
11. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan, investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.
12. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
 - (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will

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process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.

- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 13. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Award, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
- 14. **Entire Agreement.** This Agreement, the Program, the Program prospectus, the Program administrative rules, and any applicable Company policies constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.

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- 15. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
 - 16. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program, and/or accommodate the Employee's relocation.
 - 17. **Code Section 409A.** The Award is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Award is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

- 18. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
- 19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state’s conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By _____
[Name]
[Title]

ABBOTT LABORATORIES
PERFORMANCE RESTRICTED STOCK AGREEMENT

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Employee”) a Performance Restricted Stock Award (the “Award”) of «NoShares12345» Shares.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control. This Award is intended to conform with the qualified performance-based compensation requirements of Section 162(m) of the Code and the regulations thereunder, to the extent applicable, and shall be construed accordingly.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Performance Restricted Stock Agreement.
 - (b) *Cause:* Cause shall mean the following, as determined by the Company in its sole discretion:
 - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
 - (A) material breach by the Employee of the Code of Business Conduct;
 - (B) material breach by the Employee of the Employee’s Employee Agreement;
 - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
 - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
 - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
 - (ii) to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any

 activity, employment or business which is competitive with the Company or any of its Subsidiaries.
 - (c) *Change in Control Agreement:* An Agreement Regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee, if any.
 - (d) *Change in Control Cause:* shall mean the occurrence of any of the following circumstances during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control: the willful engaging by the Employee in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company. For purposes of this definition, no act, or failure to act, on the Employee’s part shall be deemed “willful” unless done, or omitted to be done, by the Employee not in good faith and without reasonable belief that the Employee’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Change in Control Cause unless and until the Company delivers to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to the Employee and an opportunity for the Employee, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Employee was guilty of conduct set forth above and specifying the particulars thereof in detail.
 - (e) *Change in Control Good Reason:* shall mean the occurrence of any of the following circumstances without the Employee’s express written consent during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control:
 - (i) a significant adverse change in the nature, scope or status of the Employee’s position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an Employee officer of a public company, the Employee ceasing to be an Employee officer of a public company;
 - (ii) the failure by the Company to pay the Employee any portion of the Employee’s current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;
 - (iii) a reduction in the Employee’s annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;

- (iv) the failure by the Company to award the Employee an annual bonus in any year which is at least equal to the annual bonus, awarded to the Employee under the annual bonus plan of the Company for the year immediately preceding the year of the Change in Control;

- (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;
- (vi) the failure by the Company to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability, vacation, Employee automobile, Employee tax or financial advice benefits or club dues;
- (vii) the relocation of the Company's principal Employee offices to a location more than 35 miles from the location of such offices immediately prior to the Change in Control or the Company requiring the Employee to be based anywhere other than the location where the Employee primarily performs services for the Company immediately prior to the Change in Control except for required travel for the Company's business to an extent substantially consistent with the Employee's business travel obligations immediately prior to the Change in Control; or
- (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform any Change in Control Agreement.

For purposes of any determination regarding the existence of Change in Control Good Reason, any good faith determination by the Employee that Change in Control Good Reason exists shall be conclusive.

- (f) *Code of Business Conduct*: The Company's Code of Business Conduct, as amended from time to time.
- (g) *Controlled Group*:
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. ("TAP") joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
- (h) *Data*: Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested

or outstanding in the Employee's favor, for the purpose of managing and administering the Program.

- (i) *Disability*: Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.
- (j) *Employee Agreement*: The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
- (k) *Employee's Representative*: The Employee's legal guardian or other legal representative.
- (l) *Program*: The Abbott Laboratories 2017 Incentive Stock Program.
- (m) *Retirement*:
 - (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
 - age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.
 - (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:

- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
- age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iv) For purposes of calculating service under this Section 1(m), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.

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- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.
- (n) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries.
2. **Shareholder Rights.** Subject to the conditions below, the Employee shall have all the rights of a shareholder with respect to the Shares (and any securities of the Company which may be issued with respect to the Shares by virtue of any stock split, combination, stock dividend or recapitalization, which securities shall be deemed to be “Shares” hereunder) including the right to vote and to receive all cash dividends or other cash distributions paid or made with respect to the Shares regardless of whether the Restrictions described below are in effect.
3. **Restrictions.** The Shares are subject to the forfeiture provisions in Sections 6 and 7 below. The Shares are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the “Restrictions”) until an event or combination of events described in subsections 4(a), (b), (c), (d) or Section 5 occurs.
4. **Lapse of Restrictions.** Subject to the provisions of Sections 5, 6 and 7 below:
- (a) *During Employment.* While the Employee is employed with the Company or its Subsidiaries:
- (i) the Restrictions on one-third of the Shares will lapse on «M_1st_yr_vest», provided the Company’s prior year return on equity is a minimum of 12 percent;
 - (ii) the Restrictions on an additional one-third of the total number of Shares will lapse on «M_2nd_yr_vest», provided the Company’s prior year return on equity is a minimum of 12 percent;
 - (iii) the Restrictions on an additional one-third of the total number of Shares will lapse on «M_3rd_yr_vest», provided the Company’s prior year return on equity is a minimum of 12 percent; and
 - (iv) any Shares for which Restrictions have not previously lapsed on the dates described in subsections 4(a)(i), (ii), and (iii) above shall remain outstanding and the Restrictions shall lapse on <<month and date of grant>>, «4th_yr_vest» and/or «5th_yr_vest», provided that the Company’s applicable prior year return on equity is a minimum of 12 percent, and provided further that no more than one-third of the Shares will vest in any one (1) year.
- (b) *Retirement.* The Restrictions shall continue to apply in the event of the Employee’s Termination due to Retirement, but may lapse thereafter in accordance with the provisions of subsection 4(a) above as if the Employee had remained employed.

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- (c) *Death.* The Restrictions shall lapse on the date of the Employee’s Termination due to death.
- (d) *Disability.* The Restrictions shall lapse on the date the Employee incurs 12 consecutive months of Disability.
5. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the “Surviving Entity”) may assume, convert or replace this Award with an award of at least equal value (determined using the same value for purchasing Company shares as used for purchasing Company shares not subject to this Agreement on the date of the Change in Control) with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Award, the Restrictions shall lapse on the date of the Change in Control. If the Surviving Entity does assume, convert or replace this Award, then in the event the Employee’s Termination (i) occurs within the time period beginning six (6) months immediately before a Change in Control and ending two (2) years immediately following such Change in Control, and (ii) was initiated by the Company (or the Surviving Entity) for a reason other than Change in Control Cause or was initiated by the Employee for Change in Control Good Reason, the Restrictions shall lapse on the later of the date of the Change in Control and the date of the Employee’s Termination. The provisions of this Section 5 shall supersede Section 13(a)(iii) and (v) of the Program.

6. **Effect of Certain Bad Acts.** If Section 5 does not apply, any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate, the Employee engages in activity that constitutes Cause, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary. If Section 5 does apply, any Shares with respect to which Restrictions have not lapsed shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Board, the Employee engages in an activity that constitutes Change in Control Cause.
7. **Forfeiture of Shares.** In the event of the Employee's Termination for any reason other than those set forth in subsections 4(b), (c), (d) or Section 5, any Shares with respect to which Restrictions have not lapsed as of the date of Termination shall be forfeited without consideration to the Employee or the Employee's Representative. If the Company terminates the Employee other than for Cause and such termination is not covered by Section 5, the Company may, in its sole discretion, cause Restrictions on some or all of the Shares to lapse on the dates set forth in subsection 4(a) above as if the Employee had remained employed on such dates.
8. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:
- (a) having the Company withhold Shares;
 - (b) tendering Shares received in connection with the Award back to the Company;

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- (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (d) selling Shares issued pursuant to the Award and having the Company withhold from proceeds of the sale of such Shares;
- (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (f) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Award that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Award, subject to the Restrictions set forth in this Agreement.

9. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
10. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.
11. **No Right to Compensation.** Unless expressly provided by the Company in writing, any value associated with the Award is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, insurance plan, investment or stock purchase plan, pension, retirement, or any other employee benefits, or similar payments under plans of the Company or any of its Subsidiaries.

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12. **Data Privacy.**
- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on

the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.

- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and

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- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 13. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Award, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
- 14. **Entire Agreement.** This Agreement, the Program, the Program prospectus, the Program administrative rules, and any applicable Company policies constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
- 15. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
- 16. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program and/or accommodate the Employee's relocation.
- 17. **Code Section 409A.** The Award is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Award is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of

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the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

18. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

ABBOTT LABORATORIES
NON-QUALIFIED STOCK OPTION AGREEMENT

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) an Option (the “Option”) to purchase a total of «**NQSOs**» Shares, at the price of \$«**Option_Price**» per Share (the “Exercise Price”), such price being not less than 100% of the Fair Market Value of the Shares on the Grant Date.

The Option is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Option granted to the Employee are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Non-Qualified Stock Option Agreement.
 - (b) *Change in Control Agreement:* An Agreement Regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee, if any.
 - (c) *Change in Control Cause:* shall mean the occurrence of any of the following circumstances during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control: the willful engaging by the Employee in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company. For purposes of this definition, no act, or failure to act, on the Employee’s part shall be deemed “willful” unless done, or omitted to be done, by the Employee not in good faith and without reasonable belief that the Employee’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Change in Control Cause unless and until the Company delivers to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to the Employee and an opportunity for the Employee, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Employee was guilty of conduct set forth above and specifying the particulars thereof in detail.
 - (d) *Change in Control Good Reason:* shall mean the occurrence of any of the following circumstances without the Employee’s express written consent during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control:
 - (i) a significant adverse change in the nature, scope or status of the Employee’s position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an Employee officer of a public company, the Employee ceasing to be an Employee officer of a public company;
 - (ii) the failure by the Company to pay the Employee any portion of the Employee’s current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;
 - (iii) a reduction in the Employee’s annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;
 - (iv) the failure by the Company to award the Employee an annual bonus in any year which is at least equal to the annual bonus, awarded to the Employee under the annual bonus plan of the Company for the year immediately preceding the year of the Change in Control;
 - (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic basis consistent with the Company’s practices with respect to timing, value and terms prior to the Change in Control;
 - (vi) the failure by the Company to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company’s plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability, vacation, Employee automobile, Employee tax or financial advice benefits or club dues;
 - (vii) the relocation of the Company’s principal Employee offices to a location more than 35 miles from the location of such offices immediately prior to the Change in Control or the Company requiring the Employee to be based anywhere other than the location where the Employee primarily performs services for the Company immediately prior to the Change in Control except for required travel for the Company’s business to an extent substantially consistent with the Employee’s business travel obligations immediately prior to the Change in Control; or
 - (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform any Change in Control Agreement.

- (e) *Code of Business Conduct*: The Company's Code of Business Conduct, as amended from time to time.
- (f) *Controlled Group*:
 - (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
 - (ii) during the period of the TAP Pharmaceutical Products Inc. ("TAP") joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.
- (g) *Data*: Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.
- (h) *Disability*: Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.
- (i) *Employee Agreement*: The Employee Agreement entered into by and between the Company and the Employee as it may be amended from time to time.
- (j) *Employee's Representative*: The Employee's legal guardian or other legal representative.
- (k) *Option*: The Non-Qualified Stock Option granted pursuant to this Agreement.
- (l) *Program*: The Abbott Laboratories 2017 Incentive Stock Program.
- (m) *Retirement*:
 - (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
 - age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.

- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
 - (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
 - (iv) For purposes of calculating service under this Section 1(m), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.
 - (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.

(n) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries.

2. **Term of Option.** Subject to Sections 5, 6 and 7, the Employee may exercise all or a portion of the vested Option at any time prior to the 10th anniversary of the Grant Date (the "Expiration Date"); provided that the Option may be exercised with respect to whole Shares only. In no event shall the Option be exercisable on or after the Expiration Date. To the extent the Option is not exercised prior to the Expiration Date (or any earlier expiration of the Option pursuant to Sections 5, 6 and 7), it shall be canceled and forfeited.
3. **Vesting.** Subject to Sections 6 and 7, the Option shall vest and become exercisable as follows:
 - (a) on the first anniversary of the Grant Date, one-third of the total number of Shares may be purchased;
 - (b) on the second anniversary of the Grant Date, two-thirds of the total number of Shares may be purchased; and
 - (c) on the third anniversary of the Grant Date, the Option may be exercised in full.

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The Option is not earned and the Employee has no right to purchase the underlying Shares until an event described above occurs. The vesting described above is cumulative, so that at each vesting date an additional amount of Shares is available for purchase and remains available until the Option's Expiration Date or such earlier date determined pursuant to Section 5, 6 or 7 below.

4. **Exercise of the Option.** To the extent vested, the Option may be exercised in whole or in part as follows:
 - (a) *Who May Hold/Exercise the Option.*
 - (i) **General Rule - Exercise by Employee Only.** During the lifetime of the Employee, the Option may be exercised only by the Employee or the Employee's Representative.
 - (ii) **Death Exception.** If the Employee dies, then the Option may be exercised only by the executor or administrator of the estate of the Employee or the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution. Such person(s) shall furnish the appropriate tax clearances, proof of the right of such person(s) to exercise the Option, and other pertinent data as the Company may deem necessary.
 - (iii) **Transferability.** Except as otherwise provided by the Committee or its delegate, the Option is not transferable other than by will or the laws of descent and distribution. It may not be assigned, transferred (except by will or the laws of descent and distribution), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void.
 - (b) *Method of Exercise.* The Option may be exercised only by:
 - (i) delivery to the designated employee or agent of the Company of a written, electronic, or telephonic notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and payment of the full Exercise Price of the Shares being purchased in cash or with other Shares held by the Employee having a then Fair Market Value equal to the Exercise Price;
 - (ii) delivery of a properly-executed exercise notice together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the Exercise Price;
 - (iii) a combination of (i) and (ii) above; or
 - (iv) any other manner approved by the Committee from time to time.

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Each method of exercise requires payment of the full amount of any federal, state, local or other applicable taxes which the Company believes are required to be withheld and paid with respect to such exercise, as described below.

- (c) **Payment of Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising in connection with the receipt or exercise of the Option by, without limitation:
 - (i) having the Company withhold Shares;
 - (ii) tendering Shares received in connection with the Option back to the Company;
 - (iii) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (iv) selling Shares issued pursuant to the Option and having the Company withhold from the proceeds of the sale of such Shares;

- (v) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or
- (vi) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Option that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Option.

5. **Effect of Termination or Death on the Option.**

- (a) *Termination due to Retirement.* Subject to Section 7 below, in the event of Termination due to Retirement, then (regardless of any subsequent death of the Employee) the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
- (b) *Termination due to Disability.* Subject to Section 7 below, in the event of Termination due to Disability, then (regardless of any subsequent death of the Employee) the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.

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- (c) *Termination due to Death of the Employee.* In the event of the death of the Employee during employment, the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
- (d) *Termination for Reason Other than under Subsection 5(a), (b), (c) or Section 6.*
 - (i) *Options Granted Within Nine (9) Months of Termination.* Any Option granted less than nine (9) months prior to a Termination for any reason other than for those set forth in subsections 5(a), (b), (c) or Section 6 shall be cancelled and forfeited immediately upon such Termination.
 - (ii) *Options Granted Nine (9) Months or More Prior to Termination.* Subject to Section 7 below, an Option granted nine (9) months or more prior to a Termination for any reason other than those set forth in subsections 5(a), (b), (c) or Section 6, will continue to vest and shall be exercisable to the extent permitted by Section 3 for a three-month period after the Employee's effective date of Termination, but in no event shall such Option be exercised on or after the Expiration Date. In the event of the death of the Employee during the three-month period after the Employee's effective date of Termination, the Option shall continue to vest and be exercisable for a three-month period measured from the date of death, but in no event shall such Option be exercised on or after the Expiration Date.

6. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the "Surviving Entity") may assume, convert or replace this Option with options of at least equal value (determined using the same value for purchasing Company shares as used for purchasing Company shares not subject to this Agreement on the date of the Change in Control) with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new option will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Option, this Option will be fully vested on the date of the Change in Control. If the Surviving Entity does assume, convert or replace this Option, then in the event the Employee's Termination (i) occurs within the time period beginning six (6) months immediately before a Change in Control and ending two (2) years immediately following such Change in Control, and (ii) was initiated by the Company (or the Surviving Entity) for a reason other than Change in Control Cause or was initiated by the Employee for Change in Control Good Reason, this Option shall become fully vested on the later of the date of the Change in Control and the date of the Employee's Termination. The provisions of this Section 6 shall supersede Section 13(a)(i) of the Program.

7. **Effect of Certain Bad Acts.** The Option shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate with respect to (a) and (b), or, the sole opinion and discretion of the Board with respect to (c), the Employee:

- (a) if Section 6 does not apply, commits a material breach of the terms and conditions of the Employee's employment, including, but not limited to:
 - (i) material breach by the Employee of the Code of Business Conduct;

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- (ii) material breach by the Employee of the Employee's Employee Agreement;
 - (iii) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee's duties or in the course of the Employee's employment;
 - (iv) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or

- (v) failure by the Employee to substantially perform the duties of the Employee's employment (other than any such failure resulting from the Employee's Disability); or
 - (b) if Section 6, does not apply, to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any activity, employment or business which is competitive with the Company or any of its Subsidiaries; or
 - (c) if Section 6 does apply, the Employee engages in an activity that is deemed to constitute Change in Control Cause.
8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
 - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
9. **No Contract as of Right.** The grant of an Option under the Program does not create any contractual or other right to receive additional Options or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee. Future Option grants, if any, and their terms and conditions, will be at the sole discretion of the Committee.
10. **No Right to Compensation.** Neither this Option, Shares issued upon its exercise, any excess of market value over Exercise Price, nor any other rights, benefits, values or interest resulting from the granting of the Option shall be considered as compensation for purposes of any pension or retirement plan, insurance plan, investment or stock purchase plan, or any other employee benefit plan of the Company or any of its Subsidiaries. Unless expressly provided by the Company in writing, any value associated with the Option is an item of compensation outside the scope of the Employee's employment contract, if any, and shall not be deemed part of the Employee's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, or end-of-service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

11. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;

- (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

12. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Option, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
13. **Entire Agreement.** This Agreement, the Program, the Program prospectus, the Program administrative rules, and any applicable Company policies constitute the entire agreement between the Employee and the Company regarding the Option and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Option. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
14. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
15. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program, and/or accommodate the Employee's relocation.
16. **Code Section 409A.** The Option is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Option is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

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Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
18. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

ABBOTT LABORATORIES
NON-QUALIFIED STOCK OPTION AGREEMENT

On this «**Grant_Day**» day of «**Grant_Month**», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «**First Name**» «**MI**» «**Last Name**» (the “Employee”) an Option (the “Option”) to purchase a total of «**NQSOs**» Shares, at the price of \$«**Option_Price**» per Share (the “Exercise Price”), such price being not less than 100% of the Fair Market Value of the Shares on the Grant Date.

The Option is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Option granted to the Employee are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.

- (a) *Agreement:* This Non-Qualified Stock Option Agreement.
- (b) *Change in Control Agreement:* An Agreement Regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee, if any.
- (c) *Change in Control Cause:* shall mean the occurrence of any of the following circumstances during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control: the willful engaging by the Employee in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company. For purposes of this definition, no act, or failure to act, on the Employee’s part shall be deemed “willful” unless done, or omitted to be done, by the Employee not in good faith and without reasonable belief that the Employee’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Change in Control Cause unless and until the Company delivers to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice to the Employee and an opportunity for the Employee, together with counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Employee was guilty of conduct set forth above and specifying the particulars thereof in detail.
- (d) *Change in Control Good Reason:* shall mean the occurrence of any of the following circumstances without the Employee’s express written consent during the period that begins six (6) months immediately before a Change in Control and ends two (2) years immediately following such Change in Control:
 - (i) a significant adverse change in the nature, scope or status of the Employee’s position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was,

 immediately prior to the Change in Control, an Employee officer of a public company, the Employee ceasing to be an Employee officer of a public company;
 - (ii) the failure by the Company to pay the Employee any portion of the Employee’s current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;
 - (iii) a reduction in the Employee’s annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;
 - (iv) the failure by the Company to award the Employee an annual bonus in any year which is at least equal to the annual bonus, awarded to the Employee under the annual bonus plan of the Company for the year immediately preceding the year of the Change in Control;
 - (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic basis consistent with the Company’s practices with respect to timing, value and terms prior to the Change in Control;
 - (vi) the failure by the Company to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company’s plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability, vacation, Employee automobile, Employee tax or financial advice benefits or club dues;
 - (vii) the relocation of the Company’s principal Employee offices to a location more than 35 miles from the location of such offices immediately prior to the Change in Control or the Company requiring the Employee to be based anywhere other than the location where the Employee primarily performs services for the Company immediately prior to the Change in Control except for required travel for the Company’s business to an extent substantially consistent with the Employee’s business travel obligations immediately prior to the Change in Control; or
 - (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform any Change in Control Agreement.

- (e) *Code of Business Conduct:* The Company's Code of Business Conduct, as amended from time to time.

- (f) *Controlled Group:*

- (i) Abbott and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of subsections 414 (b), (c), or (m) of the Code) with Abbott; and
- (ii) during the period of the TAP Pharmaceutical Products Inc. ("TAP") joint venture between Takeda Pharmaceutical Company Limited and Abbott ending April 30, 2008, TAP and any corporation, partnership and proprietorship under common control (as defined above) with TAP.

- (g) *Data:* Certain personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any Shares held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.

- (h) *Disability:* Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of his or her occupation or employment.

- (i) *Employee's Representative:* The Employee's legal guardian or other legal representative.

- (j) *Option:* The Non-Qualified Stock Option granted pursuant to this Agreement.

- (k) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.

- (l) *Retirement:*

- (i) Except as provided under (iii) below, for employees hired by the Controlled Group prior to January 1, 2004, Retirement means any of the following:
 - age 50 with 10 years of service;
 - age 65 with at least three (3) years of service; or
 - age 55 with an age and service combination of 70 points, where each year of age is one (1) point and each year of service is one (1) point.
- (ii) Except as provided under (iii) below, for employees hired by the Controlled Group after December 31, 2003, Retirement means any of the following:
 - age 55 with 10 years of service; or
 - age 65 with at least three (3) years of service.
- (iii) For participants in the Abbott Laboratories Pension Plan for Former BASF and Former Solvay Employees, Retirement means any of the following:

- age 55 with 10 years of service; or
- age 65 with at least three (3) years of service.

- (iv) For purposes of calculating service under this Section 1(l), except as otherwise provided by the Committee or its delegate, service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group. Program administrative rules apply in determining Retirement eligibility and credited service.

- (v) If an Employee has a Termination and (A) as of the date of that Termination met the definition of Retirement, and (B) is subsequently rehired by a member of the Controlled Group, then for purposes of this Agreement that Employee will continue to be treated as meeting the definition of Retirement.

- (m) *Termination:* A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries. Any Termination shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary, and employment shall not be extended by any statutory or common law notice of termination period.

2. **Term of Option.** Subject to Sections 5, 6 and 7, the Employee may exercise all or a portion of the vested Option at any time prior to the 10th anniversary of the Grant Date (the "Expiration Date"); provided that the Option may be exercised with respect to whole Shares only. In no event shall the Option be exercisable on or after the Expiration Date. To the extent the Option is not exercised prior to the Expiration Date (or any earlier expiration of the Option pursuant to Sections 5, 6 and 7), it shall be canceled and forfeited.
3. **Vesting.** Subject to Sections 6 and 7, the Option shall vest and become exercisable as follows:
- (a) on the first anniversary of the Grant Date, one-third of the total number of Shares may be purchased;
 - (b) on the second anniversary of the Grant Date, two-thirds of the total number of Shares may be purchased; and
 - (c) on the third anniversary of the Grant Date, the Option may be exercised in full.

The Option is not earned and the Employee has no right to purchase the underlying Shares until an event described above occurs. The vesting described above is cumulative, so that at each vesting date an additional amount of Shares is available for purchase and remains available until the Option's Expiration Date or such earlier date determined pursuant to Section 5, 6 or 7 below.

4. **Exercise of the Option.** To the extent vested, the Option may be exercised in whole or in part as follows:

(a) *Who May Hold/Exercise the Option.*

- (i) **General Rule - Exercise by Employee Only.** During the lifetime of the Employee, the Option may be exercised only by the Employee or the Employee's Representative.

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- (ii) **Death Exception.** If the Employee dies, then the Option may be exercised only by the executor or administrator of the estate of the Employee or the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution. Such person(s) shall furnish the appropriate tax clearances, proof of the right of such person(s) to exercise the Option, and other pertinent data as the Company may deem necessary.

- (iii) **Transferability.** Except as otherwise provided by the Committee or its delegate, the Option is not transferable other than by will or the laws of descent and distribution. It may not be assigned, transferred (except by will or the laws of descent and distribution), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void.

(b) *Method of Exercise.* Subject to the requirements of local law, the Option may be exercised only by:

- (i) delivery to the designated employee or agent of the Company of a written, electronic, or telephonic notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and payment of the full Exercise Price of the Shares being purchased in cash or with other Shares held by the Employee having a then Fair Market Value equal to the Exercise Price;
- (ii) delivery of a properly-executed exercise notice together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the Exercise Price;
- (iii) a combination of (i) and (ii) above; or
- (iv) any other manner approved by the Committee from time to time.

Each method of exercise requires payment of the full amount of any federal, state, local or other applicable taxes which the Company believes are required to be withheld and paid with respect to such exercise, as described below.

- (c) **Payment of Taxes.** The Company shall be entitled to withhold, or require the Employee to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising in connection with the receipt or exercise of the Option by, without limitation:

- (i) having the Company withhold Shares;
- (ii) tendering Shares received in connection with the Option back to the Company;
- (iii) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;

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- (iv) selling Shares issued pursuant to the Option and having the Company withhold from the proceeds of the sale of such Shares;
- (v) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Employee; or

- (vi) requiring the Employee to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Option that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Employee, the Employee shall be deemed to have been issued the full number of Shares underlying the Option.

5. **Effect of Termination or Death on the Option.** By accepting this Option grant, the Employee acknowledges that, except as otherwise provided in this Agreement, in the event of Termination (whether or not in breach of local labor laws), the Employee's right to vest in the Option under the Program, if any, will terminate effective as of the date that the Employee is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law) and that the Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of this Option grant.
- (a) *Termination due to Retirement.* Subject to Section 7 below, in the event of Termination due to Retirement, then (regardless of any subsequent death of the Employee) the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
- (b) *Termination due to Disability.* Subject to Section 7 below, in the event of Termination due to Disability, then (regardless of any subsequent death of the Employee) the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
- (c) *Termination due to Death of the Employee.* In the event of the death of the Employee during employment, the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
- (d) *Termination for Reason Other than under Subsection 5(a), (b), (c) or Section 6.*
- (i) *Options Granted Within Nine (9) Months of Termination.* Any Option granted less than nine (9) months prior to a Termination for any reason other than those set forth in subsections 5(a), (b), (c) or Section 6 shall be cancelled and forfeited immediately upon such Termination.
- (ii) *Options Granted Nine (9) Months or More Prior to Termination.* Subject to Section 7 below, an Option granted nine (9) months or more prior to a

Termination for any reason other than those set forth in subsections 5(a), (b), (c) or Section 6, will continue to vest and shall be exercisable to the extent permitted by Section 3 for a three-month period after the Employee's effective date of Termination, but in no event shall such Option be exercised on or after the Expiration Date. In the event of the death of the Employee during the three-month period after the Employee's effective date of Termination, the Option shall continue to vest and be exercisable for a three-month period measured from the date of death, but in no event shall such Option be exercised on or after the Expiration Date.

6. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the "Surviving Entity") may assume, convert or replace this Option with options of at least equal value (determined using the same value for purchasing Company shares as used for purchasing Company shares not subject to this Agreement on the date of the Change in Control) with terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new option will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Option, this Option will be fully vested on the date of the Change in Control. If the Surviving Entity does assume, convert or replace this Option, then in the event the Employee's Termination (i) occurs within the time period beginning six (6) months immediately before a Change in Control and ending two (2) years immediately following such Change in Control, and (ii) was initiated by the Company (or the Surviving Entity) for a reason other than Change in Control Cause or was initiated by the Employee for Change in Control Good Reason, this Option shall become fully vested on the later of the date of the Change in Control and the date of the Employee's Termination. The provisions of this Section 6 shall supersede Section 13(a)(i) of the Program.
7. **Effect of Certain Bad Acts.** The Option shall be cancelled and forfeited immediately if, in the sole opinion and discretion of the Committee or its delegate with respect to (a) and (b) or, in the sole opinion and discretion of the Board with respect to (c), the Employee:
- (a) if Section 6 does not apply, commits a material breach of the terms and conditions of the Employee's employment, including, but not limited to:
- (i) material breach by the Employee of the Code of Business Conduct;
- (ii) material breach by the Employee of the Employee's employment contract, if any;
- (iii) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee's duties or in the course of the Employee's employment;
- (iv) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
- (v) failure by the Employee to substantially perform the duties of the Employee's employment (other than any such failure resulting from the Employee's Disability); or

- (b) if Section 6 does not apply, to the extent permitted by applicable law, engagement by the Employee, directly or indirectly, for the benefit of the Employee or others, in any

activity, employment or business which is competitive with the Company or any of its Subsidiaries; or

- (c) if Section 6 does apply, the Employee engages in an activity that is deemed to constitute Change in Control Cause.

8. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program is not and shall not be interpreted to:

- (a) form an employment contract or relationship with the Company or its Subsidiaries;
- (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
- (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.

9. **Nature of Grant.** In accepting this Option grant, the Employee acknowledges that:

- (a) The Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
- (b) This Option award is a one-time benefit and does not create any contractual or other right to receive future grants of Options, benefits in lieu of Options, or other Program benefits in the future, even if Options have been granted repeatedly in the past;
- (c) All decisions with respect to future Option grants, if any, and their terms and conditions, will be made by the Committee, in its sole discretion;
- (d) Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
- (e) The Employee is voluntarily participating in the Program;
- (f) The Option and Shares subject to the Option are:
 - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
 - (ii) not intended to replace any pension rights or compensation;
 - (iii) not part of the Employee's normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or its Subsidiaries;
- (g) The future value of the Shares underlying the Option is unknown and cannot be predicted with certainty;

- (h) In consideration of this Option award, no claim or entitlement to compensation or damages shall arise from the Option resulting from Termination (for any reason whatsoever) and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
- (i) The Option and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
- (j) Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Option, the amount realized upon exercise of the Option or the amount realized upon a subsequent sale of any Shares acquired upon exercise of the Option, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

10. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Employee:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and

- (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Employee's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Employee's behalf to a broker or other third party with whom the Employee may elect to deposit any Shares acquired pursuant to the Program.
- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the exclusive purpose of implementing, administering and managing the Employee's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of

the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.

- (d) The Employee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;
 - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
 - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting his or her local human resources manager.

- 11. **Private Placement.** This Option grant is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this Option grant is not subject to the supervision of the local securities authorities.
- 12. **Exchange Controls.** As a condition to this Option grant, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
- 13. **Compliance with Applicable Laws and Regulations.**
 - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
 - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the issuance of Shares upon exercise of the Option, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends; and (ii) do not commit to and

are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Employee has become subject to tax in more than one (1) jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction.

- 14. **Code Section 409A.** The Option is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Option is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

15. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Option, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
16. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Option and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
17. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.

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18. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
19. **Addendum.** This Option grant shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Employee's country. Moreover, if the Employee relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's relocation). The Addendum constitutes part of this Agreement.
20. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
21. **Entire Agreement.** This Agreement, the Program, the Program prospectus, the Program administrative rules, and any applicable Company policies constitute the entire agreement between the Employee and the Company regarding the Option and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Option. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
22. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
23. **Language.** If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

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ADDENDUM TO THE ABBOTT LABORATORIES NON-QUALIFIED STOCK OPTION AGREEMENT

In addition to the terms and conditions set forth in the Agreement, the Option is subject to the following terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Program. If the Employee is employed in a country identified in the Addendum, the additional terms and conditions for such country shall apply. If the employee transfers residence and/or employment to a country identified in the Addendum, the additional terms and conditions for such country shall apply to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary and advisable to comply with local law or to facilitate administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's transfer).

AUSTRALIA

1. Breach of Law. Notwithstanding anything to the contrary in the Agreement or the Program, the Employee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Program if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits.

2. Australian Offer Document. In addition to the Agreement and the Program, the Employee must review the Australian Offer Document and the Australian Addendum to the Program for additional important information pertaining to the Option. Both of these documents can be accessed via the UBS website at www.ubs.com/onesource/abt. By accepting the Option, the Employee acknowledges and confirms that the Employee has reviewed these documents.

BRAZIL

Labor Law Acknowledgment. The Employee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Program are the result of commercial transactions unrelated to the Employee's employment; (ii) the Agreement and the Program are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the Option, if any, is not part of the Employee's remuneration from employment.

CANADA

1. English Language. The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.*

2. Exercise of the Option — No Tendering Previously-Owned Shares. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement or Program to the contrary, if the Employee is resident in Canada, the Employee may not tender Shares that the Employee owns to pay the Exercise Price or taxes in connection with the Option.

CHILE

Private Placement. The following provision shall replace Section 11 of the Agreement:

The grant of the Option hereunder is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) The starting date of the offer will be the Grant Date (as defined in the Agreement), and this offer conforms to General Ruling no. 336 of the Chilean Superintendence of Securities and Insurance;
 - b) securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Superintendence of Securities and Insurance, and therefore such securities are not subject to its oversight;
 - c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Superintendence of Securities and Insurance; and
 - d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.
- a) *La fecha de inicio de la oferta será el de la fecha de otorgamiento (o "Grant Date", según este término se define en el documento denominado "Agreement") y esta oferta se acoge a la norma de Carácter General n° 336 de la Superintendencia de Valores y Seguros Chilena;*
 - b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Superintendencia de Valores y Seguros Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
 - c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*
 - d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*

CHINA

The following provisions shall govern the Employee's participation in the Program if the Employee is a national of the People's Republic of China ("China") resident in mainland China, or if determined to be necessary or appropriate by the Company in its sole discretion:

1. **Mandatory Full Cashless Exercise.** Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.
2. **Foreign Exchange Control Laws.** As a condition of the Option, the Employee understands and agrees that, due to the exchange control laws in China, the Employee will be required to immediately repatriate the cash proceeds resulting from the cashless exercise of the Option to China.

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The Employee understands and agrees that the repatriation of sales proceeds may need to be effected through a special exchange control account established by the Company or its Subsidiaries, and the Employee hereby consents and agrees that sales proceeds from the sale of Shares acquired under the Program may be transferred to such account by the Company on the Employee's behalf prior to being delivered to the Employee. The sales proceeds may be paid to the Employee in U.S. dollars or local currency at the Company's discretion. If the sales proceeds are paid to the Employee in U.S. dollars, the Employee understands that the Employee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the sales proceeds are paid to the Employee in local currency, the Employee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and proceeds to local currency due to exchange control restrictions. The Employee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Employee. The Employee further agrees to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future in order to facilitate compliance with exchange control requirements in China. The Employee agrees to be subject to these restrictions even after Termination.

Notwithstanding anything to the contrary in the Program or the Agreement, in the event of an Employee's Termination other than due to Retirement, the Employee shall be required to exercise the Option (to the extent outstanding, vested and otherwise permitted under the Agreement) and/or sell all Shares issued pursuant to the Program no later than 90 days after the date of Termination (or such other period as may be required by the State Administration of Foreign Exchange ("SAFE")), and repatriate the sales proceeds to China in the manner designated by the Company. Notwithstanding the foregoing, in the event of an Employee's Termination by reason of Retirement, the Employee shall be required to exercise the Option (to the extent outstanding, vested and otherwise permitted under the Agreement) and/or sell all Shares issued pursuant to the Program no later than 180 days after the date of such Retirement (or such other period as may be required by the SAFE), and repatriate the sales proceeds to China in the manner designated by the Company.

Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses the Employee may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company's operation and enforcement of the Program, the Agreement and the Option in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

CROATIA

Mandatory Full Cashless Exercise. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.

DENMARK

Treatment of Options upon Termination. Notwithstanding any provisions in the Agreement to the contrary, if the Employee is determined to be an "Employee," as defined in section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the "Stock Option Act"), the treatment of the Option upon a Termination shall be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Program governing the

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treatment of the Option upon a Termination are more favorable, the provisions of the Agreement or the Program will govern.

FINLAND

Withholding of Tax-Related Items. Notwithstanding anything in Section 4(c) of the Agreement to the contrary, if the Employee is a local national of Finland, any Tax-Related Items shall be withheld only in cash from the Employee's regular salary/wages or other amounts payable to the Employee in cash, or such other withholding methods as may be permitted under the Program and allowed under local law.

FRANCE

1. **Nature of Grant.** The Option is not granted under the French specific regime provided by Articles L.225-177 and seq. of the French commercial code.

2. **English Language.** The parties to the Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. ***Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.***

HONG KONG

1. Exercise of Option. If, for any reason, the Employee exercises the Option within six (6) months of the Grant Date, the Employee agrees that he or she will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.
2. IMPORTANT NOTICE. WARNING: The contents of the Agreement, the Addendum, the Program, and all other materials pertaining to the Option and/or the Program have not been reviewed by any regulatory authority in Hong Kong. The Employee is hereby advised to exercise caution in relation to the offer thereunder. If the Employee has any doubts about any of the contents of the aforesaid materials pertaining to the Option, the Employee should obtain independent professional advice.
3. Wages. The Option and Shares underlying the Option do not form part of the Employee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

INDIA

Repatriation Requirements. As a condition to this Option grant, the Employee agrees to repatriate all sales proceeds and dividends attributable to Shares acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

ISRAEL

Indemnification for Tax Liabilities. As a condition of the grant of the Option, the Employee expressly consents and agrees to indemnify the Company and/or its Subsidiaries and hold them harmless from any and all liability attributable to taxes, interest or penalties thereon, including without limitation, liabilities relating to the necessity to withhold any taxes.

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ITALY

Mandatory Full Cashless Exercise. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.

MEXICO

1. Commercial Relationship. The Employee expressly acknowledges that the Employee's participation in the Program and the Company's grant of the Option does not constitute an employment relationship between the Employee and the Company. The Employee has been granted the Option as a consequence of the commercial relationship between the Company and the Company's Subsidiary in Mexico that employs the Employee, and the Company's Subsidiary in Mexico is the Employee's sole employer. Based on the foregoing: (a) the Employee expressly acknowledges that the Program and the benefits derived from participation in the Program do not establish any rights between the Employee and the Subsidiary in Mexico that employs the Employee; (b) the Program and the benefits derived from participation in the Program are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Employee; and (c) any modifications or amendments of the Program or benefits granted thereunder by the Company, or a termination of the Program by the Company, shall not constitute a change or impairment of the terms and conditions of the Employee's employment with the Subsidiary in Mexico.

2. Extraordinary Item of Compensation. The Employee expressly recognizes and acknowledges that the Employee's participation in the Program is a result of the discretionary and unilateral decision of the Company, as well as the Employee's free and voluntary decision to participate in the Program in accord with the terms and conditions of the Program, the Agreement and this Addendum. As such, the Employee acknowledges and agrees that the Company may, in its sole discretion, amend and/or discontinue the Employee's participation in the Program at any time and without any liability. The value of the Option is an extraordinary item of compensation outside the scope of the Employee's employment contract, if any. The Option is not part of the Employee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Employee.

NETHERLANDS

Waiver of Termination Rights. The Employee waives any and all rights to compensation or damages as a result of a Termination, insofar as those rights result or may result from: (a) the loss or diminution in value of such rights or entitlements under the Program; or (b) the Employee ceasing to have rights, or ceasing to be entitled to any awards, under the Program as a result of such Termination.

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NEW ZEALAND

Securities Law Notice.

Warning

This is an offer of an Option which, upon exercise and settlement in accordance with the terms of the Program and the Agreement, will be converted into Shares. Shares give you a stake in the ownership of Abbott Laboratories. You may receive a return if dividends are paid.

If Abbott Laboratories runs into financial difficulties and is wound up, you will be paid only after all creditors and holders of preference shares have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the exercise and settlement of the Option, you will not have any rights of ownership (e.g., voting or dividend rights) with respect to the underlying Shares.

No interest in any Option may be transferred (legally or beneficially), assigned, mortgaged, charged or encumbered.

The Shares are quoted on the New York Stock Exchange. This means that if you acquire Shares under the Plan, you may be able to sell them on the New York Stock Exchange if there are interested buyers. You may get less than you invested. The price will depend on the demand for the Shares.

You also are hereby notified that the documents listed below are available for review on sites at the web addresses listed below:

1. Abbott Laboratories' most recent Annual Report (Form 10-K): <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
2. Abbott Laboratories' most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements: <https://www.sec.gov/cgi-bin/browse-edgar?CIK=abt&owner=exclude&action=getcompany&Find=Search>
3. The Abbott Laboratories 2017 Incentive Stock Program: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.
4. Abbott Laboratories 2017 Incentive Stock Program Prospectus: This document can be accessed in the library section of the UBS website at www.ubs.com/onesource/abt.

A copy of the above documents will be sent to you free of charge on written request being mailed to: Senior Manager, Equity Programs, Abbott Laboratories, D058G, AP6B-2, Abbott Park, IL 60064, USA.

PAKISTAN

1. **Mandatory Full Cashless Exercise.** Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.
2. **Repatriation Requirements.** As a condition of this Option grant, the Employee agrees to repatriate all sales proceeds attributable to the cashless exercise of the Option acquired under the Program in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.
3. **Exchange Control Obligations.** To the extent applicable, the Employee is required to comply with certain consent and reporting requirements to the State Bank of Pakistan (Pakistan's central bank) under the exchange control laws of Pakistan. As the exchange control regulations can change frequently and at times, without notice, the Employee should consult his or her legal advisor prior to exercising an Option or selling Shares under the Program to ensure compliance with current regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

PHILIPPINES

Mandatory Full Cashless Exercise. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.

ROMANIA

1. **Termination.** A Termination shall include the situation where the Employee's employment contract is terminated by operation of law on the date the Employee reaches the standard retirement age and has completed the minimum contribution record for receipt of state retirement pension or the relevant authorities award the Employee an early-retirement pension of any type.

2. **English Language.** The Employee hereby expressly agrees that this Agreement, the Program as well as all documents, notices and proceedings entered into, relating directly or indirectly hereto, be drawn up or communicated only in the English language. *Angajatul consimte în mod expres prin prezentul ca acest Contract, Programul precum și orice alte documente, notificări, înștiințări legate direct sau indirect de acest Contract să fie redactate sau efectuate doar în limba engleză.*

RUSSIA

1. **Sale or Transfer of Shares.** Notwithstanding anything to the contrary in the Program or the Agreement, the Employee shall not be permitted to sell or otherwise dispose of the Shares acquired pursuant to the Option in Russia. The Employee may sell the Shares only through a broker established and operating outside Russia.

2. Cash Payments to a Russian Bank Account. The Employee agrees to promptly repatriate proceeds resulting from the sale of Shares acquired under the Program to a foreign currency account at an authorized bank in Russia if legally required at the time Shares are sold and to comply with all applicable local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

SINGAPORE

Qualifying Person Exemption. The grant of the Option under the Program is being made pursuant to the "Qualifying Person" exemption under section 273(1) (f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (the "SFA"). The Program has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of the prospectuses would not apply. The Employee should note that, as a result, the Option is subject to section 257 of the SFA and the Employee will not be able to make: (a) any subsequent sale of the Shares in Singapore; or (b) any offer of such subsequent sale of the Shares subject to the Option in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

SOUTH AFRICA

1. Withholding Taxes. The following provision supplements Section 4(c) of the Agreement:

By accepting the Option, the Employee agrees to notify the Company's local affiliate in South Africa that employs the Employee (the "Employer") of the amount of any gain realized upon exercise of the Option. If the Employee fails to advise the Employer of the gain realized upon exercise of the Option, the Employee may be liable for a fine. The Employee will be responsible for paying any difference between the actual tax liability and the amount withheld.

2. Exchange Control Obligations. The Employee is solely responsible for complying with applicable exchange control regulations and rulings (the "Exchange Control Regulations") in South Africa. As the Exchange Control Regulations change frequently and without notice, the Employee should consult the Employee's legal advisor prior to the acquisition or sale of Shares under the Program to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

3. Securities Law Information and Deemed Acceptance of Option. Neither the Option nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 (the "Companies Act") and is not subject to the supervision of any South African governmental authority.

Pursuant to Section 96(1)(g)(ii) of the Companies Act, the Option offer must be finalized within six (6) months following the date the offer is communicated to you. If you do not want to accept the Offer, you are required to decline the Option no later than the six (6) months following the date the offer is communicated to you. If you do not reject the Option within six (6) months following the date the offer is communicated to you, you will be deemed to accept the Option.

SPAIN

Acknowledgement of Discretionary Nature of the Program; No Vested Rights. By accepting the Option grant, the Employee consents to participation in the Program and acknowledges receipt of a copy of the Program.

The Employee understands that the Company has unilaterally, gratuitously and in its sole discretion granted Options under the Program to individuals who may be employees of the Company or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, the Employee understands that the Option is granted on the assumption and condition that the Option and the Shares acquired upon exercise of the Option shall not become a part of any employment contract (either with the Company or any of its Subsidiaries) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Employee understands that this grant would not be made to the Employee but for the assumptions and conditions referenced above; thus, the Employee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, the Option grant shall be null and void.

The Employee understands and agrees that, as a condition of the Option grant, unless otherwise provided in Sections 5 or 6 of the Agreement, any unvested Option as of the date the Employee ceases active employment, and any vested portion of the Option not exercised within the post-termination exercise period set out in the Agreement, will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of Termination. The Employee acknowledges that the Employee has read and specifically accepts the conditions referred to in the Agreement regarding the impact of a Termination on the Option.

SRI LANKA

Mandatory Full Cashless Exercise. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.

SWEDEN

Exercise Procedures. Notwithstanding any provision in the Agreement to the contrary, if the Employee is a resident in Sweden, the Company may not limit the exercise method of the Option only to a cashless exercise.

UNITED KINGDOM

1. Payment of Taxes. The following provision supplements Section 4(c) of the Agreement.

If payment or withholding of the income tax due in connection with the Option is not made within 90 days after the end of the U.K. tax year in which the event giving rise to the income tax liability occurred or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Employee to the Subsidiary in the United Kingdom that employs the Employee (the “Employer”), effective as of the Due Date. The Employee agrees that the loan will bear interest at the then-current

official rate of Her Majesty’s Revenue & Customs (“HMRC”), it shall be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in Section 4(c) of the Agreement. Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she shall not be eligible for a loan from the Company to cover the income tax liability. In the event that the Employee is a director or executive officer and the income tax is not collected from or paid by him or her by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Employee on which additional income tax and national insurance contributions (“NICs”) will be payable. The Employee will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime, and for reimbursing the Company or the Employer (as applicable) the value of any employee NICs due on this additional benefit.

2. Exclusion of Claim. The Employee acknowledges and agrees that the Employee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Employee’s ceasing to have rights under or to be entitled to exercise the Option, whether or not as a result of Termination (whether the Termination is in breach of contract or otherwise), or from the loss or diminution in value of the Option. Upon the grant of the Option, the Employee shall be deemed to have waived irrevocably any such entitlement.

VIETNAM

Mandatory Full Cashless Exercise. Notwithstanding Section 4 of the Agreement or any other provision in the Agreement to the contrary, the Option may be exercised only by using the cashless method, except as otherwise determined by the Committee. Only full cashless exercise (net proceeds remitted to the Employee in cash) will be permitted. Cash, cashless sell-to-cover, or stock swap methods of exercise are prohibited.

ABBOTT LABORATORIES
NON-EMPLOYEE DIRECTOR RESTRICTED STOCK UNIT AGREEMENT

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Director”) a Restricted Stock Unit Award (the “Award”) of «NoShares12345» restricted stock units (the “Units”) representing the right to receive an equal number of Shares on a specified Delivery Date.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Unit Agreement.
 - (b) *Data:* Certain personal information about the Director held by the Company and the Subsidiary for which the Director provides services (if applicable), including (but not limited to) the Director’s name, home address and telephone number, date of birth, social security number or other identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Director’s favor, for the purpose of managing and administering the Program.
 - (c) *Director’s Representative:* The Director’s legal guardian or other legal representative.
 - (d) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (e) *Termination:* A termination from service for any reason (including death or retirement) with the Board of Directors of the Company and all Subsidiaries.
2. **Delivery Date and Shareholder Rights.** The “Delivery Date” for Shares underlying the Units is the date on which the Shares are payable to the Director pursuant to Section 4 below. Prior to the Delivery Date:
 - (a) the Director shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
 - (b) the Director shall not be permitted to vote the Shares underlying the Units; and
 - (c) the Director’s right to receive such Shares will be subject to the adjustment

provisions relating to mergers, reorganizations, and similar events set forth in the Program.

The Director shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the “Dividend Equivalents”) (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Director with respect to dividends or distributions the record date for which occurs on or after the date the Director has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Director is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Director shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units shall be fully vested as of the Grant Date; provided, however, that the Units will be subject to subsections (3)(a), (b), and (c) below (collectively, the “Restrictions”) until the Units are settled.
 - (a) The Units may not be sold, exchanged, assigned, transferred, pledged, or otherwise disposed of.
 - (b) Any additional Shares or other securities or property issued with respect to Shares covered by the Units as a result of any stock split, combination, stock dividend or recapitalization, shall be subject to the Restrictions and other provisions of the Program and this Agreement.
 - (c) The Director shall not be entitled to receive any Shares prior to completion of all actions deemed appropriate by the Company to comply with federal, state or other applicable securities laws and stock exchange requirements.
4. **Lapse of Restrictions.** The Restrictions shall lapse and have no further force or effect and Shares underlying the Units shall be settled upon the earlier of the following events (each, a “Delivery Date”):
 - (a) *Termination Event.* The date of the Director’s Termination; or
 - (b) *Change in Control.* The date of occurrence of a Change in Control; provided that the event constituting a Change in Control is a “change in control event” as such term is defined in Treasury Regulation § 1.409A-3(i)(5).

5. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Director to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:

(a) having the Company withhold Shares;

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- (b) tendering Shares received in connection with the Units back to the Company;
- (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
- (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Director; or
- (d) requiring the Director to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Director's behalf.

Notwithstanding the foregoing, if the Director is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Director, the Director shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

6. **No Right to Continued Service.** This Agreement and the Director's participation in the Program is not and shall not be interpreted to:

- (a) form a contractual or other relationship with the Company or its Subsidiaries;
- (b) confer upon the Director any right to continue in the service of the Company or any of its Subsidiaries; or
- (c) interfere with the ability of the Company or its Subsidiaries to terminate the Director's service at any time.

7. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Director. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.

8. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Director's personal Data is necessary for the Company's administration of the Program and the Director's participation in the Program. The Director's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Director:

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- (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
- (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Director's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Director's behalf to a broker or other third party with whom the Director may elect to deposit any Shares acquired pursuant to the Program.
- (b) Data may be provided by the Director or collected, where lawful, from third parties, and the Company will process the Data for the exclusive purpose of implementing, administering and managing the Director's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Director's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Director's participation in the Program.
- (c) The Company will transfer Data as necessary for the purpose of implementation, administration and management of the Director's participation in the Program, and the Company and the Subsidiary that served by the Director (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Director may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:

- (i) obtain confirmation as to the existence of the Data;
- (ii) verify the content, origin and accuracy of the Data;
- (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Director's participation in the Program.

The Director may seek to exercise these rights by contacting the Company's corporate human resources department.

- 9. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Director's participation in the Program or the Director's acquisition or sale of the underlying Shares. The Director is hereby advised to consult with the Director's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
- 10. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Director and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
- 11. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Director, the Director's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
- 12. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Director relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program, and/or accommodate the Director's relocation.
- 13. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Director's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Director shall not be deemed to have had a Termination unless the Director has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Director's Termination shall instead be paid on the first business day after the date that is six (6) months following the Director's Termination (or upon the Director's death, if earlier). For purposes of Code Section 409A, to the extent applicable, all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Director is entitled under this Agreement shall be treated as a separate payment.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Director (or any other individual claiming a benefit through the Director) for any tax, interest, or penalties the Director may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Director from the obligation to pay any taxes pursuant to Code Section 409A.

- 14. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Director, the Director's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
- 15. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
- 16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By _____
Miles D. White
Chairman and Chief Executive Officer

ABBOTT LABORATORIES
NON-EMPLOYEE DIRECTOR RESTRICTED STOCK UNIT AGREEMENT

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name» (the “Director”) a Restricted Stock Unit Award (the “Award”) of «NoShares12345» restricted stock units (the “Units”) representing the right to receive an equal number of Shares on a specified Delivery Date.

The Award is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Restricted Stock Unit Agreement.
 - (b) *Data:* Certain personal information about the Director held by the Company and the Subsidiary for which the Director provides services (if applicable), including (but not limited to) the Director’s name, home address and telephone number, date of birth, social security number or other identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Director’s favor, for the purpose of managing and administering the Program.
 - (c) *Director’s Representative:* The Director’s legal guardian or other legal representative.
 - (d) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (e) *Termination:* A termination from service for any reason (including death or retirement) with the Board of Directors of the Company and all Subsidiaries.
2. **Delivery Date and Shareholder Rights.** The “Delivery Date” for Shares underlying the Units is the date on which the Shares are payable to the Director pursuant to Section 4 below. Prior to the Delivery Date:
 - (a) the Director shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
 - (b) the Director shall not be permitted to vote the Shares underlying the Units; and
 - (c) the Director’s right to receive such Shares will be subject to the adjustment

provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, the Director shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the “Dividend Equivalents”) (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent and on the same date (or as soon as practicable thereafter) as if each Unit were a Share; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Director with respect to dividends or distributions the record date for which occurs on or after the date the Director has forfeited the Units, or the date the Units are settled. For purposes of compliance with the requirements of Code Section 409A, to the extent applicable, the specified date for payment of any Dividend Equivalents to which the Director is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units. The Director shall have no right to determine the year in which Dividend Equivalents will be paid.

3. **Restrictions.** The Units shall be fully vested as of the Grant Date; provided, however, that the Units will be subject to subsections (3)(a), (b), and (c) below (collectively, the “Restrictions”) until the Units are settled.
 - (a) The Units may not be sold, exchanged, assigned, transferred, pledged, or otherwise disposed of.
 - (b) Any additional Shares or other securities or property issued with respect to Shares covered by the Units as a result of any stock split, combination, stock dividend or recapitalization, shall be subject to the Restrictions and other provisions of the Program and this Agreement.
 - (c) The Director shall not be entitled to receive any Shares prior to completion of all actions deemed appropriate by the Company to comply with federal, state or other applicable securities laws and stock exchange requirements.
4. **Lapse of Restrictions.** The Restrictions shall lapse and have no further force or effect and Shares underlying the Units shall be settled upon the earlier of the following events (each, a “Delivery Date”):
 - (a) *Termination Event.* The date of the Director’s Termination; or
 - (b) *Change in Control.* The date of occurrence of a Change in Control; provided that the event constituting a Change in Control is a “change in control event” as such term is defined in Treasury Regulation § 1.409A-3(i)(5).

5. **Withholding Taxes.** The Company shall be entitled to withhold, or require the Director to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by, without limitation:

(a) having the Company withhold Shares;

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- (b) tendering Shares received in connection with the Units back to the Company;
- (c) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
- (d) selling Shares issued pursuant to the Units and having the Company withhold from proceeds of the sale of such Shares;
- (e) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Director; or
- (f) requiring the Director to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Director's behalf.

Notwithstanding the foregoing, if the Director is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable upon settlement of the Units that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Director, the Director shall be deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

6. **No Right to Continued Service.** This Agreement and the Director's participation in the Program is not and shall not be interpreted to:

- (a) form a contractual or other relationship with the Company or its Subsidiaries;
- (b) confer upon the Director any right to continue in the service of the Company or any of its Subsidiaries; or
- (c) interfere with the ability of the Company or its Subsidiaries to terminate the Director's service at any time.

7. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Director. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.

8. **Data Privacy.**

- (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Director's personal Data is necessary for the Company's administration of the Program and the Director's participation in the Program. The Director's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Director:

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- (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
- (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Director's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Director's behalf to a broker or other third party with whom the Director may elect to deposit any Shares acquired pursuant to the Program.
- (b) Data may be provided by the Director or collected, where lawful, from third parties, and the Company will process the Data for the exclusive purpose of implementing, administering and managing the Director's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Director's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Director's participation in the Program.
- (c) The Company will transfer Data as necessary for the purpose of implementation, administration and management of the Director's participation in the Program, and the Company and the Subsidiary that served by the Director (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Director may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:

- (i) obtain confirmation as to the existence of the Data;
- (ii) verify the content, origin and accuracy of the Data;
- (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Director's participation in the Program.

The Director may seek to exercise these rights by contacting the Company's corporate human resources department.

9. **Form of Payment.** The Company may, in its sole discretion, settle the Director's Units in the form of a cash payment to the extent settlement in Shares: (i) is prohibited under local law; (ii) would require the Director, the Company and/or its Subsidiaries to obtain the approval of any governmental and/or regulatory body in the Director's country; (iii) would result in adverse tax consequences for the Director or the Company; or (iv) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Director's Units in the form of Shares but require the Director to sell such Shares immediately or within a specified period of time following the Director's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Director's behalf).
10. **Private Placement.** The grant of this Unit is not intended to be a public offering of securities in the Director's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this grant of Units is not subject to the supervision of the local securities authorities.
11. **Exchange Controls.** As a condition to this grant of Units, the Director agrees to comply with any applicable foreign exchange rules and regulations.
12. **Exchange Rate Fluctuations.** Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Units, the amount realized upon settlement of the Units or the amount realized upon a subsequent sale of any Shares acquired upon settlement of the Units, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.
13. **Compliance with Applicable Laws and Regulations.**
 - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
 - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Director's participation in the Program and legally applicable to the Director or deemed by the Company or its Subsidiaries to be an appropriate charge to the Director even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Director acknowledges that the ultimate liability for all Tax-Related Items is and remains the Director's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Director further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, lapse of Restrictions or settlement of the Units, the issuance of Shares upon payment of the Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any Dividend Equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate

the Director's liability for Tax-Related Items or achieve any particular tax result. Further, if the Director has become subject to tax in more than one (1) jurisdiction between the date of grant and the date of any relevant taxable event, the Director acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction.

14. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or to otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Director's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, the Director shall not be deemed to have had a Termination unless the Director has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Director's Termination shall instead be paid on the first business day after the date that is six (6) months following the Director's Termination (or upon the Director's death, if earlier). For purposes of Code Section 409A, to the extent applicable, all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Director is entitled under this Agreement shall be treated as a separate payment.

Although this Agreement and the payments provided hereunder are intended to be exempt from or to otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Director (or any other individual claiming a benefit through the Director) for any tax, interest, or penalties the Director may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Director from the obligation to pay any taxes pursuant to Code Section 409A.

15. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Director's participation in the Program or the Director's acquisition or sale of the underlying Shares. The Director is hereby advised to consult with the Director's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
16. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Director's participation in the Program, on the Units and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the

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administration of the Program, and to require the Director to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Director agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Director's country. In addition, the Director agrees to take any and all actions as may be required to comply with the Director's personal obligations under local laws, rules and regulations in the Director's country.

17. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Director, the Director's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
18. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Director hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
19. **Addendum.** This grant of Units shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Director's country. Moreover, if the Director relocates to one of the countries included in the Addendum (if any), the special terms and conditions for such country will apply to the Director, to the extent the Company determines that the application of such terms and conditions is necessary or advisable to comply with local law or facilitate the administration of the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Director's relocation). Any such Addendum shall constitute part of this Agreement.
20. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
21. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Director and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.

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22. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Director, the Director's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
23. **Language.** If the Director has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White

Chairman and Chief Executive Officer

ABBOTT LABORATORIES
NON-EMPLOYEE DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENT

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name», (the “Director”) an Option (the “Option”) to purchase a total of «NQSOs» Shares, at the price of \$«Option_Price» per Share (the “Exercise Price”), such price being not less than 100% of the Fair Market Value of the Shares on the Grant Date.

The Option is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Option granted to the Director are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Non-Employee Director Non-Qualified Stock Option Agreement.
 - (b) *Data:* Certain personal information about the Director held by the Company and the Subsidiary for which the Director provides services (if applicable), including (but not limited to) the Director’s name, home address and telephone number, date of birth, social security number or other identification number, salary, nationality, job title, any Shares held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Director’s favor, for the purpose of managing and administering the Program.
 - (c) *Director’s Representative:* The Director’s legal guardian or other legal representative.
 - (d) *Option:* The Non-Qualified Stock Option granted pursuant to this Agreement.
 - (e) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (f) *Termination:* A termination from service with the Board of Directors of the Company and all Subsidiaries.
 2. **Term of Option.** The Director may exercise all or a portion of the vested Option at any time prior to the 10th anniversary of the Grant Date (the “Expiration Date”); provided that the Option may be exercised with respect to whole Shares only. In no event shall the Option be exercisable on or after the Expiration Date. To the extent the Option is not exercised prior to the Expiration Date, it shall be canceled and forfeited.
 3. **Vesting.** The Option is 100% vested on the Grant Date.
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4. **Exercise of the Option.** To the extent vested, the Option may be exercised in whole or in part as follows:
 - (a) *Who May Hold/Exercise the Option.*
 - (i) **General Rule - Exercise by Director Only.** During the lifetime of the Director, the Option may be exercised only by the Director or the Director’s Representative.
 - (ii) **Death Exception.** If the Director dies, then the Option may be exercised only by the executor or administrator of the estate of the Director or the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution, and only on or before the day prior to the Expiration Date. Such person(s) shall furnish the appropriate tax clearances, proof of the right of such person(s) to exercise the Option, and other pertinent data as the Company may deem necessary.
 - (iii) **Transferability.** Except as otherwise provided by the Committee or its delegate, the Option is not transferable other than: (A) by will or the laws of descent and distribution; or (B) by the Director as a gift to the Director’s spouse, child or grandchild (the Director’s “Immediate Family”) or to a family trust, a family partnership, a family limited liability company, or a similar arrangement for the benefit of members of the Director’s Immediate Family. It may not be assigned, transferred (except by will or the laws of descent and distribution), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void.
 - (b) *Method of Exercise.* The Option may be exercised only by:
 - (i) delivery to the designated employee or agent of the Company of a written, electronic, or telephonic notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and payment of the full Exercise Price of the Shares being purchased in cash or with other Shares held by the Director having a then Fair Market Value equal to the Exercise Price;
 - (ii) delivery of a properly-executed exercise notice together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the Exercise Price;
 - (iii) a combination of (i) and (ii) above; or

- (iv) any other manner approved by the Committee from time to time.

Each method of exercise requires payment of the full amount of any federal, state, local or other applicable taxes which the Company believes are required to be withheld and paid with respect to such exercise, as described below.

- (c) *Payment of Taxes.* The Company shall be entitled to withhold, or require the Director to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising in connection with the receipt or exercise of the Option by, without limitation:
 - (i) having the Company withhold Shares;
 - (ii) tendering Shares received in connection with the Option back to the Company;
 - (iii) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (iv) selling Shares issued pursuant to the Option and having the Company withhold from the proceeds of the sale of such Shares;
 - (v) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Director; or
 - (vi) requiring the Director to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Director's behalf.

Notwithstanding the foregoing, if the Director is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Option that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Director, the Director shall be deemed to have been issued the full number of Shares underlying the Option.

- 5. **No Right to Continued Service.** This Agreement and the Director's participation in the Program is not and shall not be interpreted to:
 - (a) form a contractual relationship with the Company or its Subsidiaries;
 - (b) confer upon the Director any right to continue in the service of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Director's service at any time.
- 6. **No Contract as of Right.** The grant of an Option under the Program does not create any contractual or other right to receive additional Options or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other

contractual obligations between the Company and the Director. Future Option grants, if any, and their terms and conditions, will be at the sole discretion of the Committee.

- 7. **Data Privacy.**
 - (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Director's personal Data is necessary for the Company's administration of the Program and the Director's participation in the Program. The Director's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Director:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Director's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Director's behalf to a broker or other third party with whom the Director may elect to deposit any Shares acquired pursuant to the Program.
 - (b) Data may be provided by the Director or collected, where lawful, from third parties, and the Company will process the Data for the exclusive purpose of implementing, administering and managing the Director's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Director's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's

organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Director's participation in the Program.

- (c) The Company will transfer Data as necessary for the purpose of implementation, administration and management of the Director's participation in the Program, and the Company and the Subsidiary that served by the Director (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Director may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;

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- (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Director's participation in the Program.

The Director may seek to exercise these rights by contacting the Company's corporate human resources department.

- 8. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Option, the Director's participation in the Program or the Director's acquisition or sale of the underlying Shares. The Director is hereby advised to consult with the Director's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
- 9. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Director and the Company regarding the Option and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Option. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
- 10. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Director, the Director's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
- 11. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. Furthermore, if the Director relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local law, facilitate the administration of the Program, and/or accommodate the Director's relocation.
- 12. **Code Section 409A.** The Option is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Option is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Director's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or

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warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Director (or any other individual claiming a benefit through the Director) for any tax, interest, or penalties the Director may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Director from the obligation to pay any taxes pursuant to Code Section 409A.

- 13. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Director, the Director's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
- 14. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

* * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By

Miles D. White
Chairman and Chief Executive Officer

ABBOTT LABORATORIES
NON-EMPLOYEE DIRECTOR NON-QUALIFIED STOCK OPTION AGREEMENT

On this «Grant_Day» day of «Grant_Month», 201 (the “Grant Date”), Abbott Laboratories hereby grants to «First Name» «MI» «Last Name», (the “Director”) an Option (the “Option”) to purchase a total of «NoShares12345» Shares, at the price of \$«Option_Price» per Share (the “Exercise Price”), such price being not less than 100% of the Fair Market Value of the Shares on the Grant Date.

The Option is granted under the Program and is subject to the provisions of the Program, the Program prospectus, the Program administrative rules, applicable Company policies, and the terms and conditions set forth in this Agreement. In the event of any inconsistency among the provisions of this Agreement, the provisions of the Program, the Program prospectus, and the Program administrative rules, the Program shall control.

The terms and conditions of the Option granted to the Director are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
 - (a) *Agreement:* This Non-Employee Director Non-Qualified Stock Option Agreement.
 - (b) *Data:* Certain personal information about the Director held by the Company and the Subsidiary for which the Director provides services (if applicable), including (but not limited to) the Director’s name, home address and telephone number, date of birth, social security number or other identification number, salary, nationality, job title, any Shares held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Director’s favor, for the purpose of managing and administering the Program.
 - (c) *Director’s Representative:* The Director’s legal guardian or other legal representative.
 - (d) *Option:* The Non-Qualified Stock Option granted pursuant to this Agreement.
 - (e) *Program:* The Abbott Laboratories 2017 Incentive Stock Program.
 - (f) *Termination:* A termination from service with the Board of Directors of the Company and all Subsidiaries.
 2. **Term of Option.** The Director may exercise all or a portion of the vested Option at any time prior to the 10th anniversary of the Grant Date (the “Expiration Date”); provided that the Option may be exercised with respect to whole Shares only. In no event shall the Option be exercisable on or after the Expiration Date. To the extent the Option is not exercised prior to the Expiration Date, it shall be canceled and forfeited.
 3. **Vesting.** The Option is 100% vested on the Grant Date.
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4. **Exercise of the Option.** To the extent vested, the Option may be exercised in whole or in part as follows:
 - (a) *Who May Hold/Exercise the Option.*
 - (i) **General Rule - Exercise by Director Only.** During the lifetime of the Director, the Option may be exercised only by the Director or the Director’s Representative.
 - (ii) **Death Exception.** If the Director dies, then the Option may be exercised only by the executor or administrator of the estate of the Director or the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution, and only on or before the day prior to the Expiration Date. Such person(s) shall furnish the appropriate tax clearances, proof of the right of such person(s) to exercise the Option, and other pertinent data as the Company may deem necessary.
 - (iii) **Transferability.** Except as otherwise provided by the Committee or its delegate, the Option is not transferable other than: (A) by will or the laws of descent and distribution; or (B) by the Director as a gift to the Director’s spouse, child or grandchild (the Director’s “Immediate Family”) or to a family trust, a family partnership, a family limited liability company, or a similar arrangement for the benefit of members of the Director’s Immediate Family. It may not be assigned, transferred (except by will or the laws of descent and distribution), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void.
 - (b) *Method of Exercise.* Subject to the requirements of local law, the Option may be exercised only by:
 - (i) delivery to the designated employee or agent of the Company of a written, electronic, or telephonic notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and payment of the full Exercise Price of the Shares being purchased in cash or with other Shares held by the Director having a then Fair Market Value equal to the Exercise Price;
 - (ii) delivery of a properly-executed exercise notice together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the Exercise Price;
 - (iii) a combination of (i) and (ii) above; or

- (iv) any other manner approved by the Committee from time to time.

Each method of exercise requires payment of the full amount of any federal, state, local or other applicable taxes which the Company believes are required to be withheld and paid with respect to such exercise, as described below.

- (c) *Payment of Taxes.* The Company shall be entitled to withhold, or require the Director to remit, any federal, state, local, and other applicable taxes (in U.S. or non-U.S. jurisdictions), including income, social security and Medicare withholding taxes arising in connection with the receipt or exercise of the Option by, without limitation:
 - (i) having the Company withhold Shares;
 - (ii) tendering Shares received in connection with the Option back to the Company;
 - (iii) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld;
 - (iv) selling Shares issued pursuant to the Option and having the Company withhold from the proceeds of the sale of such Shares;
 - (v) having the Company or a Subsidiary, as applicable, withhold from any cash compensation payable to the Director; or
 - (vi) requiring the Director to repay the Company or Subsidiary, in cash or in Shares, for taxes paid on the Director's behalf.

Notwithstanding the foregoing, if the Director is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, any tax withholding obligations shall be satisfied by having the Company withhold a number of Shares otherwise issuable pursuant to the Option that is sufficient to satisfy such obligations consistent with the Company's withholding practices.

If, to satisfy tax withholding obligations, the Company withholds Shares otherwise issuable to the Director, the Director shall be deemed to have been issued the full number of Shares underlying the Option.

- 5. **No Right to Continued Service.** This Agreement and the Director's participation in the Program is not and shall not be interpreted to:
 - (a) form a contractual relationship with the Company or its Subsidiaries;
 - (b) confer upon the Director any right to continue in the service of the Company or any of its Subsidiaries; or
 - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Director's service at any time.
- 6. **No Contract as of Right.** The grant of an Option under the Program does not create any contractual or other right to receive additional Options or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other

contractual obligations between the Company and the Director. Future Option grants, if any, and their terms and conditions, will be at the sole discretion of the Committee.

- 7. **Data Privacy.**
 - (a) Pursuant to applicable personal data protection laws, the collection, processing and transfer of the Director's personal Data is necessary for the Company's administration of the Program and the Director's participation in the Program. The Director's denial and/or objection to the collection, processing and transfer of personal Data may affect his or her ability to participate in the Program. As such (where required under applicable law), the Director:
 - (i) voluntarily acknowledges, consents and agrees to the collection, use, processing and transfer of personal Data as described herein; and
 - (ii) authorizes Data recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Director's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Director's behalf to a broker or other third party with whom the Director may elect to deposit any Shares acquired pursuant to the Program.
 - (b) Data may be provided by the Director or collected, where lawful, from third parties, and the Company will process the Data for the exclusive purpose of implementing, administering and managing the Director's participation in the Program. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Director's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's

organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Director's participation in the Program.

- (c) The Company will transfer Data as necessary for the purpose of implementation, administration and management of the Director's participation in the Program, and the Company and the Subsidiary that served by the Director (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world.
- (d) The Director may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to:
 - (i) obtain confirmation as to the existence of the Data;
 - (ii) verify the content, origin and accuracy of the Data;

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- (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Director's participation in the Program.

The Director may seek to exercise these rights by contacting the Company's corporate human resources department.

- 8. **Private Placement.** This Option grant is not intended to be a public offering of securities in the Director's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this Option grant is not subject to the supervision of the local securities authorities.
- 9. **Exchange Controls.** As a condition to this Option grant, the Director agrees to comply with any applicable foreign exchange rules and regulations.
- 10. **Exchange Rate Fluctuations.** Neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Option, the amount realized upon exercise of the Option or the amount realized upon a subsequent sale of any Shares acquired upon exercise of the Option, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.
- 11. **Compliance with Applicable Laws and Regulations.**
 - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
 - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Director's participation in the Program and legally applicable to the Director or deemed by the Company or its Subsidiaries to be an appropriate charge to the Director even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Director acknowledges that the ultimate liability for all Tax-Related Items is and remains the Director's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries. The Director further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the issuance of Shares upon exercise of the Option, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Director's liability for Tax-Related Items or achieve any particular tax result. Further, if the Director has become subject to tax in

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more than one (1) jurisdiction between the date of grant and the date of any relevant taxable event, the Director acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one (1) jurisdiction.

- 12. **Code Section 409A.** The Option is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Option is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Director's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and the Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Director (or any other individual claiming a benefit through the Director) for any tax, interest, or penalties the Director may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Director from the obligation to pay any taxes pursuant to Code Section 409A.

13. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Option, the Director's participation in the Program or the Director's acquisition or sale of the underlying Shares. The Director is hereby advised to consult with the Director's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
14. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Director's participation in the Program, on the Option and on any Shares acquired under the Program, to the extent the Company or its Subsidiaries determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Program, and to require the Director to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Director agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Director's country. In addition, the Director agrees to take any and all actions as may be required to comply with the Director's personal obligations under local laws, rules and regulations in the Director's country.
15. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Director, the Director's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.

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16. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Director hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
17. **Addendum.** This Option grant shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for the Director's country. Any such Addendum shall constitute part of this Agreement.
18. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
19. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Director and the Company regarding the Option and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Option. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed, clarified, or interpreted by the parties, except in a writing specifying the modification, change, clarification, or interpretation, and signed by a duly authorized Company officer.
20. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Director, the Director's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
21. **Language.** If the Director has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any state's conflict of laws principles.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the grant date above set forth.

ABBOTT LABORATORIES

By _____

Miles D. White

Chairman and Chief Executive Officer

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