



File No: 2(123)/AGR/EXM/CCP/2024
COMPETITION COMMISSION OF PAKISTAN
GOVERNMENT OF PAKISTAN

7th Floor, ISE Towers,
55 – B, Jinnah Avenue,
Islamabad.
Tel: +92-051-9100260
Fax: +92-051-9100297

EXEMPTION CERTIFICATE (EXTENSION)

In pursuance of the powers conferred under Section 5 read with Section 9 of the Competition Act, 2010 (the "Act") and based on the information provided, the Competition Commission of Pakistan (the "Commission") hereby grants exemption to the relevant clauses of the Agreement mentioned below from the application of Section 4 of the Act, as per the conditions mentioned hereunder:

PARTICULARS OF THE AGREEMENT

First Party: ("Applicant")	M/s. Gillette Pakistan Limited having its registered office at 11 th Floor, The Harbor Front, Dolmen City, HC-3, Block -4 , Abdul Sattar Edhi Avenue, Clifton, Karachi.
Second Party:	M/s. AbuDawood Trading Company Pakistan (Pvt.) Limited having its registered office at C-6/1 Street No 3, Bath Island, Karachi.
Type of Agreement:	Distribution Agreement (the "Agreement") - an initialed copy of the Agreement is attached.
Date entered into:	June 12 th 2008 (with no subsequent amendments to-date)
Validity Period of the Agreement:	<ul style="list-style-type: none">• The Agreement was initially valid till June 12th 2013 and to continue thereafter unless and until terminated by either party.• As informed by the Applicant, new contract is under negotiations for last several months between both the parties.
Products covered under the Agreement:	Gillette and Venus



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PARTICULARS OF THE EXEMPTION GRANTED (EXTENSION)	
Exemption granted:	<ul style="list-style-type: none">▪ On <u>Article 1.2</u> (read with Article 1.1) pertaining to territorial exclusivity; and▪ On <u>Article 15.1</u> pertaining to non-compete by the Distributor for products covered under the Agreement
Granted period:	01st May 2024 to 31st March 2025
Conditions (modified):	<ol style="list-style-type: none">i. By virtue of exemption granted on the relevant clauses of the Agreement, the parties to the Agreement shall not engage directly or indirectly in any practice(s) and/or conduct(s) that is prohibited under the Act;ii. In case sub-distributor(s) are appointed under an exclusive and/ or territorial jurisdiction pursuant to Article 21.5 of the Agreement, the same will be communicated to the Commission within 15 days of such decision;iii. In case the Agreement is assigned as a whole or in part by Gillette to Procter & Gamble (USA) or any of its subsidiary(s) or affiliate(s), the same will be communicated to the Commission within 15 days of such decision;iv. On the matters pertaining to transfer pricing of the imported products, it is the responsibility of the applicant to ensure compliance with relevant tax legislation including Section 108 of Income Tax Ordinance, 2001 and Chapter VI of Income Tax Rules, 2002;v. The applicant will submit to the Commission by 30th September 2024 the list of sub-distributors as approved by it to be appointed under the Article 21.5 of the Agreement along with the sample of an actually executed sub-distribution agreement;vi. In case of direct sales made to the customers by the Applicant pursuant to Articles 1.3, 11.1 and 12 of the Agreement, the same will be communicated to the Commission within 15 days of such decision;vii. In case of any change to the list of the products covered under the Agreement, the Applicant will intimate to the Commission within 15 days of such decision;viii. In case of any change to the trademarks of products covered under the Agreement, the Applicant will intimate to the Commission within 15 days of such change;



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	<p>ix. This Exemption is effective only for the territory of Pakistan;</p> <p>x. This Exemption is being granted only to the extent of distribution of products, as specified above;</p> <p>xi. It is the responsibility of the Applicant to ensure that the other party to the Agreement is aware of the instant extension in exemption sought by the Applicant;</p> <p>xii. The Applicant will intimate Commission in case of a substantial change in market share of the products specified in "Agreement";</p> <p>xiii. The Applicant shall intimate to the Commission in case of any amendment(s) made to the "Agreement";</p> <p>xiv. This Exemption is effective only for the territory of Pakistan;</p> <p>xv. If deemed necessary, the Commission reserves the right to review and revise the conditions of this exemption;</p> <p>xvi. The Commission reserves the right to seek actual progress and data on financial and non-financial information provided in support of this exemption including the benefit to the consumers, as submitted by the Applicant for seeking this exemption; and</p> <p>xvii. Breach of terms of this exemption, shall have an immediate effect of cancellation of this exemption.</p>
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Without prejudice to the generality of Section 6 of the Act, the grantee of the exemption shall inform the Commission forthwith and seek clearance for continuation of the exemption if there is any material change, *inter alia*, in: (i) the terms of the "Agreement"; (ii) the market share of the products covered under the "Agreement"; or (iii) the circumstances in the market in which the parties are operating at the time of this exemption being granted.

Granted on this the 13th day of September 2024 at Islamabad.

Seal of the Commission

Shahzad Hussain
Registrar
Competition Commission of Pakistan
Government of Pakistan
Islamabad