



File No: 2(67)/AGREXM/CCP/2024
COMPETITION COMMISSION OF PAKISTAN
GOVERNMENT OF PAKISTAN

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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 by the Applicant, the Competition Commission of Pakistan (the "Commission") hereby grants exemption on the relevant clauses of the Template Distribution Agreement submitted from the application of Section 4 of the Act, as per the conditions hereunder:

PARTICULARS OF THE AGREEMENT (TEMPLATE)

First Party: (“Applicant”)	M/s. Reckitt Benckiser Pakistan Limited (the ‘Company’) having its registered office at 3 rd Floor, Tenancy 04 & 05, Corporate Office Block, Dolmen City Mall, Clifton, Karachi.	
Second Party:	131 distributors (list attached) across territory, with their respective distribution agreement(s) entered into with the Applicant.	
Type of Agreement:	A Template Distribution Agreement (the “Agreement”). An initialed copy of the executed agreement between the Applicant and M/s. Ariana Private Limited on 1st April 2023, submitted as a sample of the Template Agreement for seeking this exemption, is attached.	
Date entered into:	Different dates with 131 distributors (list attached)	
Validity Period of the Agreement:	Distribution Agreement is valid for a period of three (03) years from the date of commencement as per clause 14 of the Agreement.	
Products covered under the Agreement:	a	Hygiene products Dettol soap, Dettol Handwash, Dettol Multipurpose Cleaner, Dettol Anti Septic Liquid, Durex, Harpic Bathroom Cleaner; Toilet Cleaner, Mortein, Coopex, Cherry Blossam and Robin
	b	Health products Veet and Strepsils
	c	Pharma products Disprin and Gaviscon



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PARTICULARS OF THE EXEMPTION GRANTED	
Exemption granted:	<ul style="list-style-type: none">▪ On clause 10.1 (b)(i) pertaining to territorial exclusivity;▪ On clause 10.1(h) pertaining to Non-compete aspects.
Granted period:	From 1 st March 2024 till 31 st March 2026
Conditions (Revised):	<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 Competition Act, 2010;ii. It is the responsibility of the applicant to ensure that necessary authorizations/ approvals exists for manufacturing and distribution of the health and pharma products under the agreement;iii. In case of any addition/removal in the attached list of 131 distributors or change in their territorial jurisdiction pursuant to clauses 1.1 and 1.2 of the Agreement, the Applicant shall intimate to the Commission within 15 days of such decision;iv. In case of direct supplies are made by the applicant pursuant to clause 1.2 of the Agreement, the Applicant shall intimate the particulars to the Commission within 15 days of such decision;v. In case of appointment of a sub-distributor pursuant to clause 10.1(i) of the Agreement, the Applicant shall intimate to the Commission within 15 days of such decision;vi. In case of transfer or assignment of rights/ obligations pursuant to clause 20.4 of the Agreement, the Applicant shall intimate to the Commission within 15 days of such decision;vii. In case there is a change in the trademarks covered under the clause 7 of the Agreement, the Applicant shall intimate to the Commission within 15 days of such change;viii. This exemption does not entails or cover any approval on the pricing aspects of the products covered under the Agreement;ix. In case of any change in the regulatory regime, including pricing aspects, for the health and pharma products covered under the Agreement, the same will be communicated within 15 days of such change;x. The Applicant shall immediately intimate to the Commission in case



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<p>Conditions (Revised):</p>	<p>of any amendment(s) made to the "Agreement";</p> <p>xi. It is the responsibility of the Applicant to ensure that the other party (distributor) is aware of this exemption granted on relevant clauses of template Agreement;</p> <p>xii. No restriction/limitation will be imposed on the distributors for participating in any biddings carried out in the territory;</p> <p>xiii. It is the responsibility of the applicant to ensure that the template distribution Agreement (attached) is used for signing with all the distributors engaged, as per their eligibility criteria, in the territory;</p> <p>xiv. This Exemption is effective only for the territory of Pakistan;</p> <p>xv. If renewal of this Exemption is required/applicable, it will be the prime responsibility of the Applicant to seek extension at least three (3) months prior to the expiry of this exemption;</p> <p>xvi. The Commission reserves the right to review and revise the conditions of this Exemption, as deemed necessary;</p> <p>xvii. 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 consumers' benefit as envisaged and submitted by the Applicant; and</p> <p>xviii. 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 parties to 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 29th day of August 2024 at Islamabad.

Seal of the Commission

Registrar
Shahzad Hussain
Registrar
Competition Commission of Pakistan
Government of Pakistan
Islamabad