



File No: 2(642)/AGR/EXM/CCP/2021
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 M/s Martin Dow Marker Limited (the "Applicant"), the Commission hereby grants exemption on the relevant clauses of the Trademark License Agreement from the application of Section 4 of the Act, with the conditions mentioned hereunder:

PARTICULARS OF THE AGREEMENT

First Party:	M/s. Merck KGaA (the 'licensor') having its registered office at Frankfurter StraBe 250, 64293 Darmstadt, Germany.
Second Party:	M/s. Merck (Private) limited (the 'licensee'). The Licensor earlier owned directly and indirectly 75% of licensee's issued capital and later transferred all of its shares to M/s. Martin Dow Marker limited (the "Applicant") as per Share Purchase Agreement dated 30 th Oct, 2016.
Type of Agreement:	Trade Mark License Agreement (the "Agreement") – an initialed copy of the Agreement is attached herewith.
Date entered into:	09 th December 2016
Validity of the Agreement:	The Agreement is valid for a period of ten (10) years from the effective date unless terminated earlier pursuant to Article 4.1 of the Agreement.
Product(s)/(Pharmaceuticals):	Pharma products to be manufactured by licensee/applicant as mentioned in Schedule 1 of the "Agreement" excluding "CEFOMERC INJECTION" which has been discontinued (as confirmed by the Applicant). The initialed active list of pharmaceutical products is annexed.



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PARTICULARS OF THE EXEMPTION GRANTED	
Exemption granted:	<ul style="list-style-type: none">• On <u>Sub- Article 2.5.1</u> for exclusive use of the APIs supplied by the licensor to manufacture Concor, Glucovance and Glucophage.• On <u>Sub-Article 2.10</u> pertaining to Non-compete aspects.
Granted period:	From 1 st October 2023 to 31 st December 2025
Conditions:	<ol style="list-style-type: none">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 are prohibited under the Act;This Exemption is being granted only to the extent of "products" mentioned/annexed;In case of any approval is granted pursuant to clause 2.1 for any sub licensing, transfer or assignment of the license, covered under the "Agreement", the same will be communicated to the Commission within fifteen (15) days of such decision;In case a decision is taken by the "licensor" to discontinue supply of API pursuant to clause 2.5.2 to the applicant (licensee), the same will be communicated to the Commission within fifteen (15) days of such decision;In case of any decision is taken on the alternate products pursuant to clause 2.5.3, the same will be communicated to the Commission within fifteen (15) days of such decision;It is the responsibility of the Applicant to ensure that required license and necessary regulatory approvals exists, as mentioned in clause 2.6 also, for the manufacturing of "products" covered under the "Agreement";In case a third party is appointed for performance review of the applicant pursuant to clause 5.3, the Commission will be shared the review report within ten (10) days of issuance of such report;Pursuant to clause 12.1, the Commission will be informed in event of change of control, if any, of the "licensee", within fifteen (15) days of such decision;



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	<p>ix. The Applicant shall inform the Commission within fifteen (15) days in case of any change(s) in the regulatory regime impacting the products covered under the "Agreement";</p> <p>x. The Applicant will inform the Commission within fifteen (15) days of change, if any made to the trademarks of the products covered under the "Agreement";</p> <p>xi. This exemption does not entails or cover any approval on the pricing aspects of the products;</p> <p>xii. The Applicant shall immediately intimate the Commission in case of any amendment(s) or termination of the "Agreement" (including the Schedules therein) during the term of the exemption granted;</p> <p>xiii. For renewal of this Exemption (if required), 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>xiv. It is the responsibility of the applicant to ensure that the other party is aware of the exemption being sought from the Commission;</p> <p>xv. The Commission reserves the right to seek actual progress and data on financial and non-financial information provided in support 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. This Exemption is effective only for the territory of Pakistan;</p> <p>xviii. Breach of terms of this exemption, will result in immediate cancellation of the exemption being granted.</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 and/or the Regulatory framework relevant to the "Agreement" and the exemption being granted.

Granted on this the ¹⁶ day of August 2024 at Islamabad.

Seal of the Commission

Shahzad nussain
Registrar
Competition Commission of Pakistan
Government of Pakistan
Islamabad