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**Decision of the Competition
Commission**

CC/DS/0030/70

Non Confidential

Application for Immunity made by Tridem Marketing Ltd under the Competition Commission Amnesty Programme for Resale Price Maintenance

29 June 2020

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**Decision of the Commissioners of the Competition Commission
of 29 June 2020**

**relating to a proceeding under section 59(7) of the Competition Act 2007
further to a Report of the Executive Director on the matter referred to as
'INV042/RPM/017 – Review of Tridem Marketing Ltd's Resale Price
Maintenance Amnesty application'**

**(CC/DS/0030/70 – Application for Immunity made by Tridem Marketing Ltd
under the Competition Commission's Amnesty Programme for Resale Price
Maintenance)**

THE COMMISSION

Mr. M. A. Bocus - Chairperson,
Mrs. M. B. Rajabally - Commissioner,
Mrs. V. Bikhoo - Commissioner,

Having regard to the Competition Act 2007,

Having regard to paragraph 5.6A of Competition Commission Guidelines 3 on Collusive Agreements regarding the Competition Commission's Amnesty Programme for Resale Price Maintenance,

Having regard to the Competition Commission Rules of Procedure 2009,

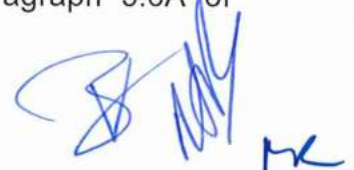
Having regard to the undertakings dated 08 February 2018 offered by Tridem Marketing Ltd

Having regard to a report of the Executive Director dated 29 June 2018,

WHEREAS:

I. Introduction

- 1.1 This Decision relates to an application for immunity dated 17 October 2017 made by Tridem Marketing Ltd pursuant to the Competition Commission's Amnesty Programme for Resale Price Maintenance prescribed under paragraph 5.6A of the Competition Commission Guidelines 3 on Collusive Agreements (the 'Application'). As part of the conditions set out thereunder, undertakings dated 08 February 2018 have been offered to the Commission by Tridem Marketing Ltd (the Undertakings).
- 1.2 Having taken cognizance of a report of the Executive Director dated 29 June 2018 on the matter, the Commission has determined the present matter on the basis of the provisions of section 59(7) of the Competition Act 2007 (the 'Act'), the conditions prescribed under paragraph 5.6A of



Competition Commission Guidelines 3 on Collusive Agreements and considering in particular, the Undertakings offered pursuant to section 63(3) of the Act.

II. Background

i. Competition Commission's RPM Amnesty Programme

- 1.3 Pursuant to section 59 of the Act, the Commission may grant immunity or leniency to any person in such circumstances as may be prescribed. Effective from 05 June 2017 until 20 October 2017 inclusively¹, the Commission put in place a one-off, time-limited amnesty programme for any enterprise involved in resale price maintenance by waiving the restriction at paragraph 5.3 of CC3 Guidelines on Collusive Agreements, viz., that only RPM which facilitates a cartel can benefit from leniency and the associated footnote 3 thereat and subject to the applicant-enterprise fulfilling the conditions prescribed under paragraph 5.6A (b) of the said Guidelines (the 'RPM Amnesty Programme').
- 1.4 The conditions prescribed under the RPM Amnesty Programme for providing immunity from financial penalties to any enterprise applying for RPM Amnesty are that the applicant -
- i. admits its participation in an agreement involving RPM,
 - ii. provides the Competition Commission with all the information, documents and evidence available to it regarding the RPM, and as required by the CC,
 - iii. maintains continuous and complete co-operation until the conclusion of any action by the CC in relation to the matter, and
 - iv. offers undertakings that satisfactorily address the competition concerns of the CC.

ii. The Applicant and the Application

- 1.5 The applicant, Tridem Marketing Ltd (bearing BRN C07075886), is a private company incorporated in Mauritius since 19 November 2007. Tridem Marketing Ltd is a supplier of para-pharmaceuticals products and consumer goods ('the concerned products') in Mauritius. Unlike licensed pharmaceutical products, para-pharmaceutical products are products that may be dispensed without pharmaceutical supervision for example

¹ The Commission had extended the validity of the RPM Amnesty (CC 3 Guidelines - Amended 3rd October 2017) from 05 October 2017 to 20 October 2017.



emulsion syrup, multivitamin syrup and dry skin lotion. Tridem Marketing Ltd supplies its products to pharmacies, shops and supermarkets

- 1.6 The Sales Manager of Tridem Marketing Ltd, as authorised by the director of the company, applied for immunity under the Competition Commission's Amnesty Programme by way of letter dated 17 October 2017.
- 1.7 Tridem Marketing Ltd applied RPM Amnesty for the following conducts:
 - a. For having, between the year 2009 and September 2017, been determining and communicating in advance, through the reseller price list, the retail prices of the concerned products to dealers and made no mention of whether the prices communicated therein are 'recommended prices' or not and;
 - b. For having fixed the retail prices on the concerned products without making it clear to its resellers that such prices are 'recommended prices'.

iii. The Investigation

- 1.8 Upon receipt of the Application and pursuant to section 51 of the Act, the Executive Director proceeded to investigate whether the reported conduct may amount to an RPM within the ambit of section 43 of the Act.
- 1.9 Upon completion of his investigation, the Executive Director submitted a report on the matter to the Commission on 29 June 2018. The Report contains the findings of the Executive Director, his assessment of whether the proposed Undertakings address all the concerns identified by him, and his recommendations in respect of the Application (the 'Report').

The Executive Director's findings are that:

- a. Tridem Marketing Ltd has participated in agreements involving RPM, having a restrictive object viz by directly establishing a fixed retail price ('price restriction') through the circulation of price lists to be practised by dealers when reselling Tridem Marketing Ltd's products;
- b. Tridem Marketing Ltd has participated in agreements involving RPM, having a restrictive object viz by directly establishing a fixed retail price ('pricing restriction') by affixing the final price of the products without making it clear that such prices are 'recommended' thereby restricting dealers' freedom to independently decide their own pricing policy at retail level and compete among themselves when supplying Tridem Marketing Ltd's products;



- c. Tridem Marketing Ltd had admitted participation in the reported RPM conduct and maintained complete and continuous collaboration with the Competition Commission by responding to the Competition Commission's meeting request and submitting all additional information, documents, and evidence required from it in a timely manner.

1.10 The Executive Director has further assessed the Undertakings offered by Tridem Marketing Ltd. The Executive Director takes the view that the proposed Undertakings satisfactorily address the concerns identified in the Report for the following reasons –

- a. Tridem Marketing Ltd has ceased the reported RPM conduct and undertaken to inform all resellers, in writing, that they are free to apply or practise their own retail prices for all products supplied to them by Tridem Marketing Ltd, including for past stock of unsold products;
- b. Tridem Marketing Ltd has already amended its product price list replacing the terms 'Retail price' by 'Recommended Retail Price' such that resellers are clearly informed, upon receiving the price list, that the retail prices contained therein are non-binding pricing recommendations. Tridem Marketing Ltd has further undertaken not to implement any direct or indirect measure, whatever its form, that compels or induces resellers to apply or practise retail prices/price levels communicated to them; and
- c. Tridem Marketing Ltd has undertaken to inform its internal management and commercial employees engaged in the sales and marketing of Tridem Marketing Ltd's products of the behavioural measures it has adopted, thereby minimising risks of RPM conduct being perpetuated by employees and ensuring that commercial dealings with resellers are in compliance with the Act;

1.11 The Executive Director recommends that the Commission accepts the Undertakings and grants immunity from fines to Tridem Marketing Ltd for its participation in the reported RPM conduct.

III. Legal Framework

1.12 Section 43 of the Act prohibits and renders void 'any vertical agreement between enterprises to the extent that it involves resale price maintenance'. RPM is in turn defined at under section 2 of the Act as 'an agreement between a supplier and a dealer with the object or effect of directly or indirectly establishing a fixed or minimum price or price level to be observed by the dealer when reselling a product or service to his customers'.



- 1.13 Having regard to the conditions prescribed under the RPM Amnesty Programme, an enterprise will benefit from immunity from financial penalty if it is involved in a conduct(s) that falls within the scope of section 43 of the Act and satisfies the conditions of the said programme.
- 1.14 In addition to admitting having participated in one or more RPM agreement(s), the applicant-enterprise is required to provide full and complete disclosure of all information, evidence and records available to it that relate to the reported RPM conduct. The enterprise is also required to maintain continuous and complete co-operation from the time of its application until the conclusion of any action by the CC on the matter, including by securing the cooperation of its directors, officers and employees in view of effectively and expeditiously concluding the assessment process.
- 1.15 Pursuant to section 63(3) of the Act, the threshold for the acceptance of undertakings under section 63(3) is that the Commission must be satisfied that the undertakings address "*all the concerns it has about any prevention, restriction [or] distortion (...) of competition*" which may arise from the matter at hand.

IV. Determination under sections 59(7) and 63 of the Act

- 1.16 Having regard to the Application submitted by Tridem Marketing Ltd, the concerns which have been identified by the Executive Director in his Report, and the Undertakings offered by the Applicant, the Commission determines that –
- 1) Tridem Marketing Ltd has, in its Application, admitted its participation in one or more RPM agreement(s) *viz*
 - a. For having, between the years 2009 and September 2017, been determining and communicating in advance, through the reseller price list, the retail prices of the concerned products to dealers and made no mention of whether the prices communicated therein are 'recommended prices' or not; and
 - b. For having fixed the retail prices on the recommended products without making it clear to its resellers that such prices are 'recommended prices'.
 - 2) Tridem Marketing Ltd has complied with requirements (ii) and (iii) of paragraph 5.6A(b) of the CC 3 Guidelines, as stated in the Report;
 - 3) The Undertakings submitted by the Tridem Marketing Ltd satisfactorily address the Commission's concerns in so far as –



- a. Tridem Marketing Ltd has ceased its participation in/terminated all RPM agreements to which it was a party, as reported in its Application;
- b. Tridem Marketing Ltd has undertaken to inform all resellers, in writing, that they are free to apply or practise their own retail prices for all products supplied to them by Tridem Marketing Ltd, including for past stock of unsold products;
- c. Tridem Marketing Ltd has already amended its product price list replacing the terms 'Retail price' by 'Recommended Retail Price'. The Applicant has further undertaken not to implement any direct or indirect measure, whatever its form, that compels or induces resellers to apply or practise retail prices/price levels communicated to them; and
- d. Tridem Marketing Ltd has undertaken to inform its internal management and commercial employees engaged in the sales and marketing of Tridem Marketing Ltd's products of the behavioural measures it has adopted.

Decision

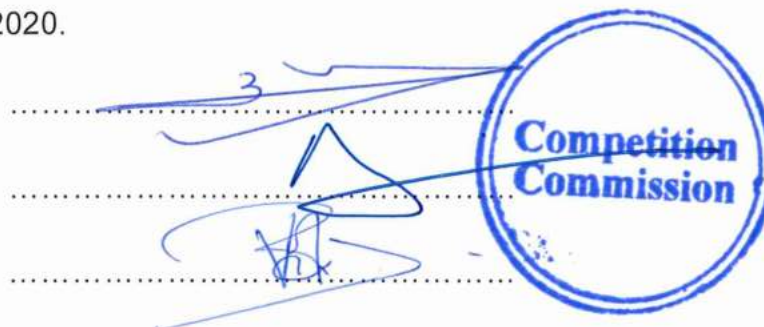
NOW THEREFORE,

For the reasons set out in this Decision, the Commission decides as follows:

- 1) We accept that the Application made by Tridem Marketing Ltd satisfies the conditions prescribed under the RPM Amnesty Programme as set out in paragraph 5.6A of the CC 3 Guidelines on Collusive Agreements;
- 2) We grant immunity from financial penalty to Tridem Marketing Ltd pursuant to section 59(7) of the Act for the Reported RPM conduct;
- 3) We accept the Undertakings offered by Tridem Marketing Ltd, which are being published as per section 63(4) of the Act (see Annex);
- 4) The Undertakings shall be effective as from the date of this decision.

Done at Port-Louis this 29 June 2020.

Mr. M. A. Bocus
(Chairperson)
Mrs. M. B. Rajabally
(Commissioner)
Mrs. V. Bikhoo
(Commissioner)



Annex 1: Undertakings dated 08 February 2018 offered by Tridem Marketing Ltd

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Undertakings to the CCM

Undertakings provided by **Tridem Marketing Ltd** to the Competition Commission

Pursuant to an Application for Amnesty dated 17 October 2017

In connection with the Competition Commission's Amnesty Programme for Resale Price Maintenance

08 February 2018

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1. Background:

By its letter dated 17 October 2017 made pursuant to paragraph 5.6A of the 'CCM 3 Guidelines – Collusive Agreements' (amended June 2017), Tridem Marketing Ltd has notified the Executive Director of the Competition Commission of its application for immunity under the CCM Amnesty Programme for Resale Price Maintenance (the 'Application').

The agreement, in place since around 2009 to October 2017, is in relation to the supply of para-pharmaceutical products and consumer goods (hereinafter 'the products') enlisted in annex I of the present undertaking, wherein Tridem Marketing Ltd determined the retail price of the products and affixed the price thereon without the terms 'recommended price.' The retail price, as determined by Tridem Marketing Ltd, was communicated to dealers (annex II) through price lists and appeared on the invoices charged to dealers as well as price labels of the products supplied to dealers.

Pursuant to the conditions laid down in the CCM 3 Guidelines (amended June 2017) for the purpose of obtaining immunity, Tridem Marketing Ltd is, by the presents, providing undertakings related specifically to the impugned agreement and any restrictive effects it has had on competition under section 63 of the Competition Act 2007 with a view to allaying the concerns of the Competition Commission in relation thereto and obtaining the requested immunity.

2. Definitions:

For the purpose of the present undertakings, the following terms shall have the following meaning:

TML: Tridem Marketing Ltd and includes its branches, subsidiaries, or affiliates;

Affiliate: any enterprise directly or indirectly controlled by Tridem Marketing Ltd;

Commission: the Competition Commission established under section 4 of the Competition Act 2007;

Dealer: pharmacies, shops, supermarkets and any other distributor, reseller, retailer, or entity involved in the resale of Tridem Marketing Ltd's goods or services in Mauritius;

3. Measures proposed as Undertakings

TML hereby undertakes to apply the following measures in its commercial dealings with all existing dealers involved in the resale of TML's products in Mauritius.

3.1. Behavioural Undertakings

TML shall not, in any manner whatsoever, implement or cause to be implemented any measure (including through the use of economic advantages, incentives or otherwise), having the object or effect of compelling, inducing or attempting to compel or induce dealers to apply the retail prices or retail price levels or retail price components communicated to them by TML;

TML shall clearly and unequivocally inform all dealers, in writing, that prices affixed by TML on products supplied to dealers, including past stock of unsold products, and/or prices or price levels communicated to them by TML are recommended prices and that dealers remain entirely free to fix or otherwise apply their own prices or price levels and that they

are neither bound nor legally compelled to apply or comply with any recommended price or price level communicated to them by TML and,

TML shall, where a minimum resale price has been recommended to dealers and the resale price appears on the goods, affix the words "recommended price" next to the resale price; and

TML shall, where it enters into any agreement, contract, or other express arrangement with dealers, existing and prospective, ensure that such agreement, contract, or other express arrangement expressly include a clause therein to the effect that dealers shall remain entirely free to fix or otherwise apply their own prices or price levels and that they are neither bound nor legally compelled to apply or comply with any recommended price or price level communicated to them by TML;

3.2. Information Dissemination

TML shall take all appropriate measures to ensure that all its internal management, directors, and employees engaged in the sales and marketing of TML's products with dealers (hereinafter 'commercial employees') are fully aware of and actively implement the present undertakings when designing and/or implementing the commercial policy of TML vis-à-vis dealers, in line with the provisions of the Act;

TML shall use its best efforts to ensure that the present undertaking is made known to and is understood by all dealers.

3.3. Reporting

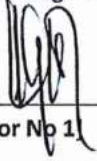
TML shall, as from the date of the present undertakings, take all reasonable steps to ensure that all communications, negotiations, arrangements with dealers are properly documented and archived to demonstrate TML's compliance with the present undertakings and a general understanding among dealers of their freedom and ability to fix or otherwise apply their own prices or price levels when reselling TML's products;

TML shall, within 3 months from the date of acceptance of the present undertakings by the Commission, submit a written report to the Commission that *inter alia* -

- i. confirms that TML has implemented a compliance programme, details of which shall be submitted to the Commission; and
- ii. describes the steps taken by TML to comply with the present undertakings and in particular, setting out all the appropriate measures taken by TML to deter on the one hand and detect and correct any deviation by TML's management, directors, or commercial employees from the present undertakings.

4. Entry into force

The present undertakings shall take effect upon the date of their acceptance by the Commission.



[Signature of Director No 1]

Mr Robert CHENG

Managing Director

Duly authorised for and on behalf of:

Tridem Marketing Ltd



[Signature of Director No 2]

Mr Cyril AFOKE

Director

Duly authorised for and on behalf of:

Tridem Marketing Ltd



ANNEX I: List of products of Tridem Marketing Ltd

Delrosa- Orange & Rosehip 375ml	Heel Cushion 1 Pair Size 43-47 5225/47
BIO-OIL 60ml	Insoles Classic size 34-41 5350/41, 42-47 5350/47
Clinomyn Smokers Toothpaste/ Sensitive Toothpaste	Insoles Comfort Size 34-41 5360/41, 42-47 5360/47
Disp. Syringe KD 1305 5ml x 100 pcs /1310 10ml x 100 pcs/1330 30ml x 25 pcs/1303 3ml x 100 pcs	Insoles Deo-Balance 34-41 5363/41, 42-47 5363/47
Ultra 3 in 1/ Ultra Delay/ Ultra Dotted/ Ultra Ribbed condoms x 3	Instant Polsher Quick Shine 1200 B
Lancets 28g x 100 pcs	Lufa Bath and massage pad/ 7100
Control Plus - Skin Care Medium x 10/ Large x 10/ OverNite Medium x 10/ OverNite Large x 10	Lufa Massage Glove 7250
TENA PLUS Large x 12 / Medium x 12	Massage Mitt Unicolor 9100
TENA VALUE (AV) Large x 10/ Medium x 10	Nail Buffer SURFACES (Polisher)/1047B
Drypantz Large x 3's/ Medium x 4's/ Xtra Large x 3's	Nail cutter for baby 1052/7
Buddies 24 strips	Nail Cutter Small W, Chain 1052 / 1 k
Dentafloss 50m blue waxed D. Floss/mint waxed dental floss	Nail cutters big 1052/2
Eezi Flossers disposable dent. Floss	Nail Cutters small 1052/1
Periomints mouthfreshners 50 pastilles	Nail Nipper 10.5CM Hardened 1056
Periotape 20m/30m mint dental flossing tape	Nail Ointment 10 ml in box
Pathol Antiseptic Germicidal 250ml/750ml	Nail Scissors Stainless 1050/16N,1050/1N
Pathol Antiseptic Spray 75 ml	Plantar Cushions 2 pcs 5207
Pathol Antiseptic Soap 125g	Pumice Sponge 2034/AB Antibacterial, standard 3000
May SOAP Green tea/Lavender Oil/Milk cream 1/Vitamin C x 100g	Shoe Pads 1 Pair ref 5230
Dentiplus breathfreshner 25ml	Soft touch double foot file 3041B
Dentiplus m/ wash 500ml Freshmint /Original 500ml white/totalcare 500ml red /whitening & anti tartar	Solingen Sapphire Nail Files/ 1040/5"
Dentiplus Cool Burst Strength 500ml/Sensitive and Whitening 500ml	Solingen tweezer slanted 1074
Dentiplus Alcohol Free Breathfreshner	Spare blades foot slicer 1 X10
Swirl germicidal toilet flush x 2 x 50g	Toe nail cutter gold PLAQ/ 1057
Gel Air freshner peach 130G / Lavender	Tweezer Narrow, Straight, Bent 1064/Scissors 1069
Active Anti-Bac Hand Wash 500ml Citrus/500ml Original	Tweezers straight 1060/A
Hygienics Anti-Bacterial Hand Gel 500ml/100ml	Tweezers with handle Slanted 1061/B
Nuage Advanced Shaving oil for men 20ml	Deodorising Shoe Spray 200ml 5330
Eva 10 Sanitary Pads Wing Regular/Maxi Slim/Wingless Slim	Dry foot spray 200ml/ 5332
Blackhead Patches 10 pcs Ref: FC01005	Ear cleaners Plastic/ 6000B
Eye Contour Hydrogel 6x2 pieces Ref: FC01004	Emery Nail Files 10 pcs - card 1042/ 10A
Cuticle Cutter and Pusher Ref: 1045/46 B	Extra hard pumice glass foam 3000/ 3GS
Tweezer Inox 1076	Foot Deospray 200ml/ 5331
Nail Hardener 10ml 1105B	Foot File double sided -3011/S
Antislip ref 5226 Genuine leather 1 Pair	Foot File Pumice Emery 3032/Mirror 3033
Athlete's Foot protector spray 5333	Foot File Stainless steel/ 3010
Bandages for bunions 8pcs/ 5210	Formed foot file /3014
Beard Scissors Ref 1050/9	Glas Nail File Double Sided 1250 B
Blackhead remover/ 1023	Corn-Plasters Great Surface 5201
Coil-Spring Toe-nail Nipper 1090/80	Cracked Heel Balm 75ml Ref 5309 + Urea
Corn cutter stainless steel -3035/M	

LIST OF PHARMACIES-SEPTEMBER 2017

	Pharmacies
1	ALL IN ONE
2	AL IKSEER PHARMACY
3	ARGIS (Chummun)
4	BARACHOIS
5	BARAMIA
6	BLUE BAY (BB Ph)
7	BM PLUS (PH DODO)
8	CARELINE
9	CHATTAROO
10	CHEMIN GRENIER
11	D'ESNY
12	ZEENPHARMA
13	DOORGA
14	DOORGAKANT
15	DU SUD
16	FLIC EN FLAC
17	GRAND BOIS
18	INTERCARE PHARMACY
19	JEETPHARM
20	KAUROO
21	LA GAULETTE
22	L' ESCALIER
23	L'OCCIDENT
24	MARE D'ALBERT
25	MAHEBOURG
26	MED TRADING CASCABELLE
27	CAMP FOUQUEREAUX
28	MED TRADING ROSE BELLE
29	NAUTICA PHCY
30	NOUVELLE FRANCE
31	PHARMA + Mahebourg
32	PHARMACITY MAHEBOURG
33	PLAINE MAGNIEN
34	RAJARAM PHARMACY
35	R.A.R
36	SOUILLAC (SWAT LTD)
37	TAMARIN
38	TOORABALLY
39	WELLCARE
40	WINPHARMA
41	MAUREE PHARMACY
42	D'ARCY
43	AL-SHAFA

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Pharmacies	
44	ALBA PHARMACY
45	ALL CURE PHARMACY
46	ARSENAL
47	ALOES
48	AZURI
49	BASIC Pharmacy
50	BARODA
51	BIOMED
52	BU PHARMA
53	CAP MALHEUREUX PHCY
54	CENTRAL
55	D'Espagnac P. aux cannoniers
56	DEVIKA CO. LTD
57	EBRAHIM
58	FOR ME Riviere du Rempart
59	FOR ME LA CROISSETTE
60	FLORIDA c/o Pharmagold Co. Ltd
61	FIRST AID
62	GOODLANDS
63	GRAND BAY
64	GRAND GAUBE
65	GYANEE
66	HEALTH ONE PHCY
67	KADRESS
68	LA PLAINE PHCY
69	LA FONTAINE PHCY
70	LE HOCHET
71	MEDPHARM
72	MEGA HEALTH PHCY
73	LO
74	MEGA LIFE PHARMACY
75	MEDICINE EXPRESS
76	NEWPHARM
77	NORTHERN
78	OORIAH
79	PAMPLEMOUSSES
80	PEREYBERE
81	PHARMACLINIX
82	PHARMAWELL
83	PILLAY
84	PLATINUM FOND DU SAC
85	RAMBURN
86	REMPART
87	ROSE BEAUTY & HEALTH
88	SANTE PLUS
89	SCORE
90	SUN

91	SUNRISE
92	TAPOSSEA
93	TERRE ROUGE
94	THE MEDICINE SHOP
95	TRIOLET
96	TROIS BRAS
97	TROU AUX BICHES
98	UNICARE
99	UNUTH
100	UNICHEM
101	WELLKNOWN
102	ABERCROMBIE
103	AJMEERI
104	ALLOMED
105	AN NOOR
106	ATCHIA
107	BELL VILLAGE
108	CAPITAL
109	CITY CARE PHARMACY
110	COROMANDEL
111	DAUHO
112	DESFORGES
113	D'HOTMAN A
114	DILMAR
115	DU CENTRE
116	DU PORT
117	DU QUAI
118	EIMAN
119	FARQUAR
120	FAMILY PHCY
121	GET WELL PHARMA
122	GREENFIELD
123	GOOD HEART PHCY
124	HEALTH & BEAUTY PHARMA
125	HWA YEN
126	KENTISH
127	LA PAIX
128	LAI FAT
129	LE SANTE
130	LINK
131	LIFE CARE
132	MEDCITY
133	Medical Trading (Cassis)
134	Medical Trading (Chaussee)
135	MEDICOURT
136	MEDICAL CARE
137	NEW BURTALLY
138	NEWTON
139	NICOLAY PHARMACY

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140	OMEGA
141	PATEL
142	PHARMA CARE
143	PHARMALINK
144	PLAINE VERTE
145	PLANET
146	PORT-LOUIS
147	RAMDANEE P-LOUIS
148	RENAISSANCE
149	RIGEL PHARMACY
150	ST CROIX PHARMACY
151	THERAPHARM
152	UNILINK
153	UNIPHARM
154	Medi- Shifa Pharmacy
155	PORT-MATHURIN
156	VALLEE PITOT
157	VICTORIA
158	PRIMECARE
159	FOR ME BAGATELLE
160	CIRCONSTANCE
161	AD PHARMA LTD (Inderjeet)
162	HELVETIA
163	MOKA
164	MONTAGNE BLANCHE
165	PETIT VERGER
166	PHARMABEST
167	PHARMACHIC
168	PHARMEXCEL
169	PHARMEPERT
170	QUARTIER MILITAIRE
171	SEBASTOPOL
172	SEEBUN
173	BELVEDERE (EX- The Vale Ph)
174	ST PIERRE
175	ST PIERROISE

176	ASHPHARMA
177	ANIPHARM
178	AVI PHARM LTD
179	BALLOO
180	BEL AIR
181	BELLE MARE
182	BRAMSTHAN PHARMACY
183	COSMED PHARMACY
184	DAGOTIERE
185	DE BRISEE VERDIERE
186	D'ESPAGNAC BELLE MARE
187	FLACQ DRUG HOUSE

188	HARRIS
189	HEALTH LINK
190	A.D Pharma c/o Inderjeet
191	IDAMED
192	JHUMUN
193	LOTUS
194	ROSHNI
195	NEW VOGUE
196	NISHCHEM PHCY
197	NOOR PHARMA
198	NORI PHARM
199	PYRAMID PHARMACARE
200	ROSE PHARMACY 2
201	SEWPAUL
202	TEELUCK
203	VINCA PHARM
204	VIAL
205	VIKASH
206	AHSEN
207	ARTHEMIDOR
208	AZM
209	BAMBOUS
210	BEAU-BASSIN (Pranush)
211	BIOPHARM
212	BUCKINGHAM
213	D'ANTELME
214	DU BIEN ETRE PHCIE
215	EDWARD VII
216	HEALTHCARE
217	HEALTHMART
218	HEALTHPOINT
219	HIBISCUS c/o Pharma Ecolife Ltd
220	HUGNIN
221	IMPERIALE
222	JAILIMSING
223	LA CONFIANCE
224	Là PHCIE
225	MAUNAPHARM
226	MED TRADING EBENE
227	MEDICHEM
228	MODERNE
229	MONT ROCHES BRUNES
230	NATIONAL
231	NEW STANLEY
232	PHARMAVISION RETAIL LTD
233	NUPHARM
234	PHARM ACCESS
235	PHARMA-SPA LTD
236	PHARMEXPRESS

237	PLAZA
238	POPE HENESSY
239	ROSE HILL
240	SAMINA
241	PETITE RIVIERE
242	STANDARD
243	ADAM
244	BASSIN
245	CAMBRIDGE
246	CAPUCINES
247	GLAIEUL
248	MedActive Ideale
249	K & I
250	LA LOUISE
251	LOVE LIFE
252	MAYFIELD
253	MEDI HEALTH
254	Medical Trading (Trianon)
255	OLLIER
256	ORCHIDEES
257	OXYPHARM
258	PERI-PHARMA
259	PHARMALEAD
260	PHARMAK
261	PHARMAPLUS
262	PHARMASAVE
263	PHARMAVATAR (MTIUS) Ltd
264	PRO-CARE
265	ST JEAN
266	ST LOUIS
267	BOUNDARY
268	SUPERPHARM LTD
269	LUMINA PHARMA (Ex Tropicale
270	AHMUD
271	ACTIVE CARE PHCY
272	BENOIT
273	BERTHAUD PHCY
274	BILADAMS
275	BILADROSS PHARMACY
276	CARE 4 U
277	CHARLES REGNAUD
278	CUREPIPE DRUG HOUSE
279	D'ARIFAT
280	D'ARIGNAC
281	DE LA GARE
282	D'EPINAY
283	D'ESPAGNAC
284	EAU COULEE
285	ESPACE SANTE

Handwritten signatures and initials in blue ink, including a large signature that appears to be 'Bm' and several smaller initials.

286	GERVAL
287	HERMES PHCY
288	HEALTH STAR PHY
289	INNOPHARMA
290	JHUGROO
291	KHUSH
292	LOPHARMA
293	L' APOTHIKAIRE
294	MAURITIUS
295	MG PHARMA. FLOREAL
296	MESNIL
297	NOEL
298	NUCLIPHARM
299	PATHER
300	PHARMACIE DU JARDIN
301	PIONEERS (TULSIDAS)
302	RAAZA
303	SAFEWAY
304	SALAFFA
305	SANTE VILLE
306	SHAHBEEN
307	SHIFAPHARM
308	ST PAUL c/o Highlands Medical Dispensing
309	ULTRAPHARM
310	WELLPHARM c/o Pharma Choice
311	WHITEROSE PHARMACY
312	ZENQUIL PHCY
	Pharmacies
313	ALPHA -2
314	BAPPOO
315	BEEHARRY
316	BONNE TERRE
317	CENTRALE
318	DHUNNY
319	DOOK'S PHARMACY
320	FAMILY CARE
321	J & A
322	JHUGROO Brothers
323	LIFE GUARD
324	ARVIND MAYARAM (ex LUXMI)
325	MED TRADING GALIEN
326	MED TRADING VACOAS
327	MEDPLUS
328	MIOPHARM
329	MORABY
330	NEW VACOAS
331	NOUSH PHARMA
332	ONEA PHCIE VACOAS
333	PHARMAPOINT Pharmacy

334	PHARMWAY
335	PHOENIX
336	QUINZE CANTONS
337	ROYALE
338	SNK (CARE PLUS)
339	SOLFERINO
340	SOMEDICO
341	TROCHETIA
342	PROMEDPLUS
343	VISITATION

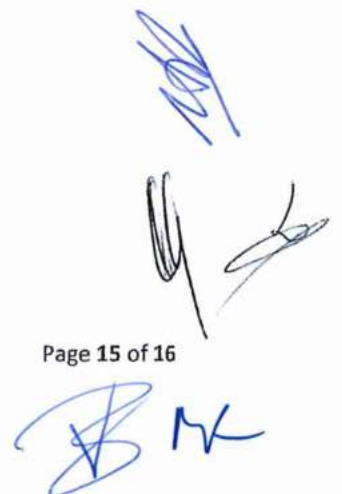


LIST OF SHOPS & SUPERMARKETS

1	SOMAGS (JUMBO & SPAR GROUPS)
2	WINNERS GROUP
3	TANG WAI
4	CHAN KWON CHIN
5	INTERMART
6	UDIS (SUPER U)
7	LAM CHEE FONG
8	LAM SI KONG (TAMARIN STORE)
9	SUPER UNIC
10	LONDONS
11	SOCIETE KAN WAH & CIE
12	RAYMABAI
13	SIK YUEN LTD
14	PRISUNIC
15	SAVEMARTS
16	S.F LO YEUNG CO LTD
17	ANTOINE STORE
18	KONG
19	MACOONA SHOP
20	FAMILY SUPERMARKETS
21	CARE PERFECT
22	LE NENARD STORE
23	BENI STORE
24	SUKAI
25	POPO
26	CHEZ MOMO
27	CHAY LOONG CO LTD
28	STORE 2000
29	M.BACHOO CO LTD
30	WONG MIN
31	WONG AH FAT & CO LTD
32	SOCIETE WONG LUN SANG

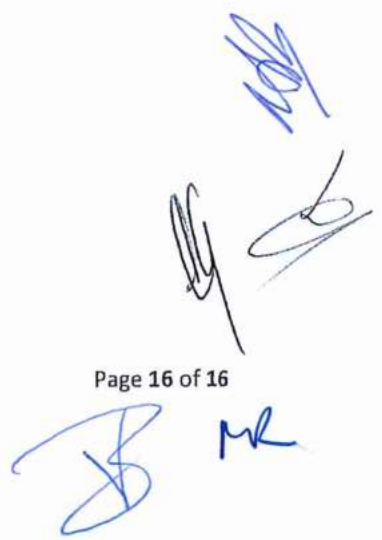


33	SOCIETE TOO HENG KWEE
34	BILAAL BEST PRICE
35	SOO HON WAH
36	GOLDEN HILL
37	MAGASIN SIGNALE (Y.F.P)
38	IBRAHIM EDOO
39	S.CHUI HOM LAP
40	JET TRADING
41	NEW LIGHT STORE
42	DAZZLING STAR
43	AH FOCK & CO LTD
44	SHOPRITE
45	GAMI LTD
46	VILLANO
47	A.RAHMAN ALI STORE
48	ARTIC STORE
49	B.N.V TRADING LTD
50	BASING HILL LTD
51	CENTRAL MARKET STORE
52	ST ESPRIT STORE
53	CITY WAY
54	DYWADA WORLDWIDE CO LTD
55	STAR DISCOUNT
56	KING'S STORE
57	KINGS TOWN
58	LANG PING NAM & CO
59	LARAMAE CO LTD
60	LEW YAN VOON
61	LSK DISTRIBUTORS LTD
62	M.SAVERS
63	MAGASIN GEORGES
64	MAGASIN ROND POINT



Handwritten signatures in blue ink, including a large stylized signature and several smaller ones.

65	MAGASIN GORAH
66	MAGASIN STE MARY'S
67	MAGASIN MANORY STORE
68	MOTA
69	PALTONI
70	PICADILLY
71	ROYALE SUPERMARKET
72	SAM YUE & CO
73	SHERIDAN
74	SOCIETE K.S LEUNG FOOK CHEONG
75	SOCIETE CHONG SEE HANG & CO
76	YUE HWA CO LTD
77	YEE TRADING



Handwritten signatures in blue ink, including a large stylized signature and several smaller ones.