

**ACQUISITION BY AAH PHARMACEUTICALS LIMITED OF
MEDICAL ADVISORY SERVICES FOR TRAVELLERS ABROAD
LIMITED
AND SANGERS (NORTHERN IRELAND) LIMITED**

**Initial Enforcement Order made by the
Competition and Markets Authority pursuant to
section 72(2) of the Enterprise Act 2002 (the Act)**

Whereas:

- (a) the Competition and Markets Authority (CMA) has reasonable grounds for suspecting that it is or may be the case that AAH Pharmaceuticals Limited and Medical Advisory Services For Travellers Abroad Limited together with Sangers (Northern Ireland) Limited (MASTA-Sangers) have ceased to be distinct;
- (b) the CMA is considering, pursuant to section 22 of the Act, whether it is or may be the case that a relevant merger situation has been created and whether the creation of that situation has resulted or may be expected to result in a substantial lessening of competition in any market or markets in the United Kingdom (UK);
- (c) the CMA wishes to ensure that no action is taken pending final determination of any reference under section 22 of the Act which might prejudice that reference or impede the taking of any action by the CMA under Part 3 of the Act which might be justified by the CMA's decisions on the reference; and
- (d) the circumstances set out in section 72(6) of the Act do not apply and the reference has not been finally determined in accordance with section 79(1) of the Act.

Now for the purposes of preventing pre-emptive action in accordance with section 72(2) of the Act the CMA makes the following order addressed to McKesson UK Finance I Limited and McKesson Corporation (together referred to as **McKesson Corporation**) and AAH Pharmaceuticals Limited (**AAH**) (Order).

Commencement, application and scope

1. This Order commences on the commencement date: 1 April 2016.
2. This Order applies to McKesson Corporation and AAH.
3. Notwithstanding any other provision of this Order, no act or omission shall constitute a breach of this Order, and nothing in this Order shall oblige McKesson Corporation or AAH to reverse any act or omission, in each case to the extent that it occurred or was completed prior to the commencement date.

Management of the McKesson Corporation and MASTA-Sangers businesses until determination of proceedings

4. Except with the prior written consent of the CMA, McKesson Corporation and AAH shall not, during the specified period, take any action which might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action under the Act by the CMA which may be justified by the CMA's decisions on such a reference, including any action which might:
 - (a) lead to the integration of the MASTA-Sangers business with the McKesson Corporation business;
 - (b) transfer the ownership or control of the McKesson Corporation business or the MASTA-Sangers business or any of their subsidiaries; or
 - (c) otherwise impair the ability of the MASTA-Sangers business or the McKesson Corporation business to compete independently in any of the markets affected by the transaction.
5. Further and without prejudice to the generality of paragraph 4 and subject to paragraph 3, McKesson Corporation and AAH shall at all times during the specified period procure that, except with the prior written consent of the CMA:
 - (a) The MASTA-Sangers business is carried on separately from the McKesson Corporation business and the MASTA-Sangers business's separate sales or brand identity is maintained;
 - (b) the MASTA-Sangers business and the McKesson Corporation business are maintained as a going concern and sufficient resources are made available for the development of the MASTA-Sangers business and the McKesson Corporation business, on the basis of their respective pre-merger business plans;

- (c) except in the ordinary course of business, no substantive changes are made to the organisational structure of, or the management responsibilities within, the MASTA-Sangers business or the McKesson Corporation business;
- (d) the nature, description, range and quality of goods and/or services supplied in the UK by each of the two businesses are maintained and preserved;
- (e) except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the MASTA-Sangers business and the McKesson Corporation business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the MASTA-Sangers business or the McKesson Corporation business are disposed of; and
 - (iii) no interest in the assets of the MASTA-Sangers business or the McKesson Corporation business is created or disposed of;
- (f) there is no integration of the information technology of the MASTA-Sangers or McKesson Corporation businesses, and the software and hardware platforms of the MASTA-Sangers business shall remain essentially unchanged, except for routine changes and maintenance;
- (g) the customer and supplier lists of the two businesses shall be operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the MASTA-Sangers business will be carried out by the MASTA-Sangers business alone and for the avoidance of doubt the McKesson Corporation business will not negotiate on behalf of the MASTA-Sangers business (and vice versa) or enter into any joint agreements with the MASTA-Sangers business (and vice versa);
- (h) all existing contracts of the MASTA-Sangers business and the McKesson Corporation business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the MASTA-Sangers business or McKesson Corporation business;
- (j) no key staff are transferred between the MASTA-Sangers business and the McKesson Corporation business;

- (k) all reasonable steps are taken to encourage all key staff to remain with the MASTA-Sangers business and the McKesson Corporation business; and
- (l) no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses shall pass, directly or indirectly, from the MASTA-Sangers business (or any of its employees, directors, agents or affiliates) to the McKesson Corporation business (or any of its employees, directors, agents or affiliates), or vice versa, except where strictly necessary in the ordinary course of business (for example, where required for compliance with external regulatory and/or accounting obligations) and on the basis that, should the transaction be prohibited, any records or copies (electronic or otherwise) of such information that have passed, wherever they may be held, will be returned to the business to which they relate and any copies destroyed.

Compliance

- 6. McKesson Corporation and AAH shall procure that each of their subsidiaries complies with this Order as if the Order had been issued to each of them.
- 7. McKesson Corporation and AAH shall provide to the CMA such information or statement of compliance as it may from time to time require for the purposes of monitoring compliance by McKesson Corporation and AAH and their subsidiaries with this Order. In particular, on 15 April 2016 and subsequently every two weeks (or, where this does not fall on a working day, the first working day thereafter) the Chief Executive Officer of McKesson Corporation and AAH or other persons of McKesson Corporation and AAH as agreed with the CMA shall, on behalf of McKesson Corporation and AAH, provide a statement to the CMA in the form set out in the Annex to this Order confirming compliance with this Order.
- 8. At all times, McKesson Corporation and AAH shall, or shall procure that MASTA-Sangers shall, actively keep the CMA informed of any material developments relating to the MASTA-Sangers business or the McKesson Corporation business, which includes but is not limited to:
 - (a) details of key staff who leave or join the MASTA-Sangers business or the McKesson Corporation business;
 - (b) any interruption of the MASTA-Sangers or McKesson Corporation business (including without limitation its procurement, production, logistics, sales and employee relations arrangements) that has prevented

it from operating in the ordinary course of business for more than 24 hours;

- (c) all substantial customer volumes won or lost or substantial changes to the customer contracts for the MASTA-Sangers or McKesson Corporation business including any substantial changes in customers' demand; and
 - (d) substantial changes in the MASTA-Sangers or McKesson Corporation business's contractual arrangements or relationships with key suppliers.
9. If McKesson Corporation and AAH has any reason to suspect that this Order might have been breached it shall immediately notify the CMA and any monitoring trustee that McKesson Corporation and/or AAH may be directed to appoint under paragraph 10.
10. The CMA may give directions to a specified person or to a holder of a specified office in any body of persons (corporate or unincorporated) to take specified steps for the purpose of carrying out, or ensuring compliance with, this Order, or do or refrain from doing any specified action in order to ensure compliance with the Order. The CMA may vary or revoke any directions so given.
11. McKesson Corporation and AAH shall comply in so far as they are able with such directions as the CMA may from time to time give to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with this Order.

Interpretation

12. The Interpretation Act 1978 shall apply to this Order as it does to Acts of Parliament.
13. For the purposes of this Order:

'the Act' means the Enterprise Act 2002;

'an affiliate' of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the meaning given in section 129(1) of the Act) that the first person carries on from time to time and any enterprise that the second person carries on from time to time would be regarded as being under common control for the purposes of section 26 of the Act;

'AAH' means AAH Pharmaceuticals Limited, a company incorporated under the laws of England & Wales (registered number 123458) having its

registered office at Sapphire Court, Walsgrave Triangle, Coventry CV2 2TX, United Kingdom.

‘business’ has the meaning given by section 129(1) and (3) of the Act;

‘commencement date’ means 1st April 2016;

‘control’ includes the ability directly or indirectly to control or materially to influence the policy of a body corporate or the policy of any person in carrying on an enterprise;

‘the decisions’ means the decisions of the CMA on the questions which it is required to answer by virtue of section 35 of the Act;

‘key staff’ means staff in positions of executive or managerial responsibility and/or whose performance affects the viability of the business;

‘the ordinary course of business’ means matters connected to the day-to-day supply of goods and/or services by MASTA-Sangers or McKesson Corporation and/or AAH and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of MASTA-Sangers and McKesson Corporation and/or AAH;

‘Medical Advisory Services for Travellers Abroad Limited’ means the company whose company number is 04513730 and whose registered office is City Exchange, 11 Albion Street, Leeds, LS1 5ES, with its subsidiaries MASTA Limited (wholly-owned) and Atlas Travel Clinic Limited (wholly-owned by MASTA Limited)

‘MASTA-Sangers’ means

- Medical Advisory Services for Travellers Abroad Limited with its subsidiaries: MASTA Limited (wholly-owned) and Atlas Travel Clinic Limited (wholly-owned by MASTA Limited) ; **and**
- Sangers (Northern Ireland) Limited with its subsidiaries: Blackstaff Pharmaceuticals Limited (wholly-owned), Prima Brands Limited (wholly-owned), J Bradbury Surgical Limited (wholly-owned) and Pharma Services (NI) Limited (50% owned with remaining 50% owned by McLernon Computers (N.I.) Limited).

the **‘MASTA-Sangers business’** means the business of MASTA-Sangers and its subsidiaries carried on as at the commencement date;

‘McKesson Corporation’ means

- McKesson UK Finance I Limited, (company number 08714567) whose registered office is Tmf Corporate Administration Services Limited 5th Floor, 6 St. Andrew Street, London, EC4A 3AE; **and**,
- McKesson Corporation, a company incorporated under the laws of Delaware having its registered office at 2711 Centerville Road, Suite 400, Wilmington 19808, County of New Castle, Delaware, USA

‘the McKesson Corporation business’ means the business of McKesson Corporation and its subsidiaries carried on as at the commencement date;

‘specified period’ means the period beginning on the commencement date and terminating in accordance with section 72(6) of the Act;

Sangers (Northern Ireland) Limited means the company whose company number is NI018941 and whose registered office is 2 Marshalls Road, Belfast, BT5 6SR, with its subsidiaries Blackstaff Pharmaceuticals Limited (wholly-owned), Prima Brands Limited (wholly-owned), J Bradbury Surgical Limited (wholly-owned) and Pharma Services (NI) Limited (50% owned with remaining 50% owned by McLernon Computers (N.I.) Limited)

‘subsidiary’, unless otherwise stated, has the meaning given by section 1159 of the Companies Act 2006;

‘the transaction’ means the transaction by which AAH and MASTA-Sangers have ceased to be distinct within the meaning of section 23 of the Act;

‘the two businesses’ means the McKesson Corporation business and the MASTA-Sangers business;

unless the context requires otherwise, the singular shall include the plural and vice versa.

Cleo Alliston
Assistant Director, Mergers

**Compliance statement for McKesson UK Finance I Limited and
McKesson Corporation (together McKesson Corporation) / AAH
Pharmaceuticals Limited**

I [insert name] confirm on behalf of McKesson Corporation / AAH Pharmaceuticals Limited that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) McKesson Corporation / AAH Pharmaceuticals Limited have complied with the Order made by the CMA in relation to the transaction on 1st April 2016 (the Order).
 - (b) McKesson Corporation's / AAH Pharmaceuticals Limited's subsidiaries have also complied with this Order.
2. Subject to paragraph 3 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by McKesson Corporation / AAH Pharmaceuticals Limited that might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
 - (i) lead to the integration of the MASTA-Sangers business with the McKesson Corporation business;
 - (ii) transfer the ownership or control of the McKesson Corporation business or the MASTA-Sangers business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the MASTA-Sangers business or the McKesson Corporation business to compete independently in any of the markets affected by the transaction.
 - (b) The MASTA-Sangers business has been carried on separately from the McKesson Corporation business and the MASTA-Sangers business's separate sales or brand identity has been maintained.
 - (c) The MASTA-Sangers business and the McKesson Corporation business have been maintained as a going concern and sufficient resources have

been made available for the development of the MASTA-Sangers business and the McKesson Corporation business, on the basis of their respective pre-merger business plans.

- (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the MASTA-Sangers business or the McKesson Corporation business, except in the ordinary course of business.
- (e) The nature, description, range and quality of goods and/or services supplied in the UK by the MASTA-Sangers business and the McKesson Corporation business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the MASTA-Sangers business and the McKesson Corporation business, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the MASTA-Sangers business or the McKesson Corporation business have been disposed of; and
 - (iii) no interest in the assets of the MASTA-Sangers business or the McKesson Corporation business has been created or disposed of.
- (g) There has been no integration of the information technology of the MASTA-Sangers or McKesson Corporation businesses, and the software and hardware platforms of the MASTA-Sangers business have remained essentially unchanged, except for routine changes and maintenance.
- (h) Subject to integration which had occurred prior to the commencement date, the customer and supplier lists of the two businesses have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the MASTA-Sangers business have been carried out by the MASTA-Sangers business alone and, for the avoidance of doubt, the McKesson Corporation business has not negotiated on behalf of the MASTA-Sangers business (and vice versa) or entered into any joint agreements with the MASTA-Sangers business (and vice versa).
- (i) All existing contracts of the MASTA-Sangers business and the McKesson Corporation business have been serviced by the business to which they were awarded, except to the extent novated, assigned or subcontracted prior to the commencement date.

- (j) No changes have been made to key staff of the MASTA-Sangers business or the McKesson Corporation business.
- (k) No key staff have been transferred between the MASTA-Sangers business and the McKesson Corporation business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the MASTA-Sangers business and the McKesson Corporation business.
- (m) Except as permitted by the Order, no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses, has passed, directly or indirectly, from the MASTA-Sangers business (or any of its employees, directors, agents or affiliates) to the McKesson Corporation business (or any of its employees, directors, agents or affiliates), or vice versa.
- (n) Except as listed in paragraph (o) below, there have been no:
 - (i) key staff that have left or joined the MASTA-Sangers business or the McKesson Corporation business;
 - (ii) interruptions of the MASTA-Sangers business or the McKesson Corporation business (including without limitation procurement, production, logistics, sales and employee relations arrangements) that have prevented it from operating in the ordinary course of business for more than 24 hours;
 - (iii) substantial customer volumes won or lost or substantial changes to the customer contracts for the MASTA-Sangers business or the McKesson Corporation business; or
 - (iv) substantial changes in the MASTA-Sangers or McKesson Corporation business's contractual arrangements or relationships with key suppliers.
- (o) *[list of material developments]*

3. McKesson Corporation / AAH Pharmaceuticals Limited and their subsidiaries remain in full compliance with the Order and will, or will procure that MASTA-Sangers, continue actively to keep the CMA informed of any material developments relating to the MASTA-Sangers or the McKesson Corporation business in accordance with paragraph 8 of the Order.

Interpretation

4. Terms defined in the Order have the same meaning in this compliance statement.

FOR AND ON BEHALF OF McKesson UK Finance I Limited and McKesson Corporation / AAH Pharmaceuticals Limited

Signature

Name

Title

Date