



September 16, 2022

The General Manager
Pakistan Stock Exchange Limited,
Stock Exchange Building,
Stock Exchange Road,
Karachi -74000.

Sub: **Notice of Extraordinary General Meeting**

Dear Sir

In accordance with Clause 5.6.9 (b) of the PSX Rule Book, please find enclosed herewith a copy of captioned notice to shareholders of Sanofi-Aventis Pakistan Limited subsequent to its publication in newspapers.

The appended notice has been published in newspapers namely Business Recorder [English] and Nawa-i-Waqt [Urdu] on Friday, September 16, 2022 and on the Company's website.

Yours sincerely

For **SANOFI-AVENTIS PAKISTAN LIMITED**

Muhammad Abu Bakar Siddiq
Company Secretary

Encls: As above.

sanofi-aventis Pakistan limited

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NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that an Extraordinary General Meeting of the members of Sanofi-Aventis Pakistan Limited (the "Company") will be held at 09:00 hours on October 11, 2022 at Beach Luxury Hotel, Mouli Tamizuddin Khan Road, Karachi, to transact the following business:

ORDINARY BUSINESS 1. To confirm the minutes of the 54th Annual General Meeting held on April 25, 2022

SPECIAL BUSINESS 2. To pass the following resolutions as Special Resolutions by the members with or without any amendments, modifications or alterations:

"RESOLVED THAT, in relation to the sale of the 5,099,469 ordinary shares in the Company ("Sale Shares") held by Sanofi Foreign Participations B.V. ("Seller") from the Seller to the investor consortium (comprising of Packages Limited, IGI Investments (Private) Limited and affiliates of Arshad Ali Gohar Group (collectively, "Purchasers")) ("Transaction") pursuant to the Share Purchase Agreement, dated 29 April 2022, between the Seller and the Purchasers:

1. The Company is authorized to enter into the following agreements in connection with the Transaction ("Post-Closing Agreements"): (a) Trademark Assignment Agreements; (b) Distribution Agreement (Pharma) – a Distribution Agreement relating to certain non-CHC products (i.e., pharma (including vaccines) products) and ancillary agreements related thereto; (c) Distribution Agreement (CHC) – a Distribution Agreement relating to certain CHC products and ancillary agreements related thereto; (d) Know-How and Trademarks License Agreement (Pharma) – a Know-How and Trademarks License Agreement relating to certain non-CHC products (i.e., pharma (including vaccines) products) and ancillary agreements related thereto; (e) Know-How and Trademarks License Agreement (CHC) – a Know-How and Trademarks License Agreement relating to certain CHC products and ancillary agreements related thereto; (f) Supply Agreements (API and SF) and ancillary agreements related thereto; (g) Transitional Services Agreement; (h) Reverse Transitional Services Agreement; and (i) Sanofi Corporate Names License Agreement.

2. The appointment of the following nominees of the Purchasers as the authorized signatories for the sub-account opened with Deutsche Bank AG Pakistan (acting as the authorized dealer) in the name of the Company, which sub-bank account is to be used solely in connection with the payment of the consideration on the closing of the Transaction (the "Closing"), is approved: (a) Khuram Raza Bakhtyari (CNIC: 35201-5915315-1), Chief Financial Officer, Packages Limited; (b) Sajjad Iftikhar (CNIC: 35201-9162960-1), Chief Investment Officer, Packages Limited.

3. Subject to: (i) the satisfaction of the relevant conditions to the Closing, including, without limitation, contractual commitments, corporate approvals, the satisfaction of the requirements of the mandatory tender offer process under the Listed Companies (Substantial Acquisition of Voting Shares and Takeovers Regulations, 2017 and the Securities Act, 2015, approvals from the Competition Commission of Pakistan under the Competition Act, 2010 and the relevant State Bank of Pakistan's approvals ("Conditions to Closing"); (ii) the Closing being successfully completed; and (iii) the approval of the Board of the Company at or around Closing, the registration of the transfer of the Sale Shares to the Purchasers and the registration of the Purchasers as the holders of the Sale Shares in the register of members of the Company be and is hereby approved.

4. Subject to: (i) the satisfaction of the relevant Conditions to Closing; (ii) the Closing being successfully completed; and (iii) the approval of the Board of the Company at or around Closing, the following changes of the directors of the Company, such changes to take effect immediately upon the successful completion of the Closing, are approved: (a) The following directors resign from the Board: • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; and • Naïra Admyan. (b) The following directors are newly appointed to the Board: • Imran Khalid Niazi; • Syed Anis Ahmad Shah; • Saadia Naveed; and • Sajjad Iftikhar.

FURTHER RESOLVED THAT the Company be and is hereby authorised to do all such acts, deeds and things as may be necessary and/or expedient for the aforesaid purposes or in furtherance thereof including, without limitation, to enter into and deliver and implement any and all contracts, instruments, powers of attorney, notices, certificates, documents (of whatever nature and description).

FURTHER RESOLVED THAT the Chief Executive Officer be and is hereby authorised to take any and all necessary steps and actions for implementing the above resolutions, including, without limitation, to seeking any and all consents and approvals, to execute and (where required) file all other necessary documents, declarations, certificates and undertakings and to appear and make representations before any regulatory or other authority, as may be necessary or conducive for and in connection with any of the foregoing matters and to sign, issue and dispatch all such documents and notices and do such acts as may be necessary for carrying out the aforesaid purposes and giving full effect to the above resolutions.

FURTHER RESOLVED THAT the Chief Executive Officer be and is hereby authorized to delegate, in writing, by power of attorney or otherwise, all or any of the above powers in respect of the foregoing to any other officials of the Company as deemed appropriate."

OTHER BUSINESS: 1. To transact any other business with the permission of the Chair.

By Order of the Board Sanofi-aventis Pakistan Limited


Muhammad Abu Bakar Siddiq
Company Secretary

Dated: September 16, 2022

Karachi - (Enclosed as above)

Statement of Material Facts under Section 134 of the Companies Act, 2017

• Sanofi Foreign Participations B.V. ("Seller") and an investor consortium (comprising of Packages Limited, IGI Investments (Private) Limited, and affiliates of Arshad Ali Gohar Group (collectively, "Purchasers")) entered into the Share Purchase Agreement dated April 29, 2022, for the sale by the Seller of its entire 52.87% shareholding (i.e., 5,099,469 ordinary shares in the Company ("Sale Shares")) to the Purchasers ("Transaction"). The closing of the Transaction, i.e., the transfer of the Sale Shares by the Seller to the Purchasers and the payment of the consideration for the Sale Shares by the Purchasers to the Seller ("Closing"), is subject to the fulfillment of various conditions to Closing, including, without limitation, contractual commitments, corporate approvals, the satisfaction of the requirements of the mandatory tender offer process under the Listed Companies (Substantial Acquisition of Voting Shares and Takeovers Regulations, 2017 and the Securities Act, 2015, approvals from the Competition Commission of Pakistan under the Competition Act, 2010 and the relevant State Bank of Pakistan's approvals ("Conditions to Closing"). In addition to those set out above, the Conditions to Closing include the execution of various Post-Closing Agreements between the Company on the one side and the Seller and/or its various affiliates on the other side (collectively, "Sanofi Ex-Pakistan Group"). Such Post-Closing Agreements will mostly become effective upon successful completion of the Closing and will govern the business relationship between the Company and the Sanofi Ex-Pakistan Group following the Closing. • Directors Dr. Asim Jamal, Yasser Pirmuhammad, Hermes Martet, Marc-Antoine Lucchini, and Naïra Admyan are nominees of the Seller and/or its affiliates. Directors Syed Babar Ali, Syed Hyder Ali, and Arshad Ali Gohar are nominees of the Purchasers and/or their affiliates. Therefore, a majority of the directors of the Company are interested in the execution of the Post-Closing Agreements and hence the approval of the members of the Company via special resolution is required in terms of Section 208 of the Companies Act, 2017 for the Company to execute the Post-Closing Agreements. • The following is more detailed information on the Post-Closing Agreements:

A. TRADEMARK ASSIGNMENT AGREEMENTS

Five Trademark Assignment Agreements for the assignment from Sanofi Ex-Pakistan Group to the Company of various trademarks in Pakistan and Afghanistan. These trademarks relate to various local products commercialized by the Company during the past years in Pakistan and Afghanistan. Information required for approval of the members under Regulation 5(1) of Companies (Related Party Transactions and Maintenance of Related Records) Regulations, 2018 ("2018 Regulations") is as follows: (a) Name of Related Parties: Sanofi (France), Sanofi-Aventis Deutschland GmbH, Hoechst GmbH, and Sanofi Mature IP (as the assignors) and Sanofi-Aventis Pakistan Limited (as the assignee). One Trademark Assignment Agreement will be executed with each of the above Sanofi Ex-Pakistan Group legal entities. (b) Names of the interested or concerned persons or directors: • Dr. Asim Jamal; • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; • Naïra Admyan; • Syed Babar Ali; • Syed Hyder Ali; and • Arshad Ali Gohar. (c) Nature of relationship, interest or concern along with complete information of financial or other interest or concern of directors, managers or key managerial personnel in the related parties: • Directorship in affiliate company. (d) Detail, description, terms and conditions of the transaction: • The assignors are the owners and registrants of the assigned trademarks. • Subject to the terms and conditions of the Trademark Assignment Agreements, the assignors intend to assign, transfer, convey and deliver to the Company, all of its title and interest in and to the transferred trademarks. • The effective date of the Trademark Assignment Agreements will be the date when the parties execute such agreements, which is expected to be on the date of Closing. • The assignors will irrevocably assign, transfer, convey and deliver to the Company, and the Company will assume and accept, all of each assignor's right, title, and interest in and to the assigned trademarks, together with the goodwill of the business connected with the use of and symbolized by the foregoing, which will be owned, held and enjoyed by the Company for its own use and benefit and for its successors and assigns as the same would have been held by the assignors had this assignment not been made. (e) Amount of transaction: The Trademark Assignment Agreements will be entered into between the parties in relation to the Transaction. The assignment has been valued to an amount of Euro 20,000. (f) Timeframe or duration of the transactions or contracts or arrangements: The assignment of the assigned trademarks to the Company is forever. (g) Pricing policy: The Trademark Assignment Agreements will be entered into between the parties in relation to the Transaction. The assignment has been valued to an amount of Euro 20,000. (h) Recommendations of the audit committee: The audit committee recommends approving the execution of the Trademark Assignment Agreements. (i) Any other relevant and material information that is necessary for the board to make a well informed decision regarding the approval of related party transaction: None.

B. DISTRIBUTION AGREEMENT (PHARMA)

A Distribution Agreement for the distribution by the Company in Pakistan and Afghanistan of various non-CHC products (i.e., pharma (including vaccines) products) of Sanofi Ex-Pakistan Group. Information required for approval of the members under Regulation 5(1) of Companies (Related Party Transactions and Maintenance of Related Records) Regulations, 2018 ("2018 Regulations") is as follows: (a) Name of Related Parties: Sanofi-Aventis Singapore Pte. Ltd. and Sanofi-Aventis Pakistan Limited. (b) Names of the interested or concerned persons or directors: • Dr. Asim Jamal; • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; • Naïra Admyan; • Syed Babar Ali; • Syed Hyder Ali; and • Arshad Ali Gohar. (c) Nature of relationship, interest or concern along with complete information of financial or other interest or concern of directors, managers or key managerial personnel in the related parties: • Directorship in affiliate company. (d) Detail, description, terms and conditions of the transaction: • Under the Distribution Agreement (Pharma), Sanofi-Aventis Singapore Pte. Ltd. desires to appoint Sanofi-Aventis Pakistan Limited as its exclusive distributor for the import and sale of certain pharma products in finished packaged forms within Pakistan and Afghanistan and for the performance of certain related activities (e.g. receipt, inspection, storage, picking & packing, transportation, delivery, commissioning and decommissioning) in connection with the distribution of the products in finished packaged forms. • The Distribution Agreement (Pharma) contains, inter alia, terms and conditions with respect to appointment of the Company as the exclusive distributor to import and distribute the products in Pakistan and Afghanistan, including product warehousing and handling (including storage, transport, handling and disposal of the products in accordance with law and highest healthcare industry practices; • If so requested by Sanofi-Aventis Singapore Pte. Ltd., the Company shall, at its own expense, but on behalf of Sanofi-Aventis Singapore Pte. Ltd. apply for, obtain and maintain all necessary Product-related registrations, pricing, approvals and consents of regulatory authorities and agencies, as may be necessary to allow the lawful purchase, importation, marketing, promotion, use and sale of the products in Pakistan and Afghanistan. (e) Amount of transaction: Supply prices for the relevant products are agreed in the Distribution Agreement (Pharma). The total annual amount of the supply prices for products covered by the Distribution Agreement (Pharma) depends on the volume of the supplied products in any given year, and for 2023 it is forecasted to be around PKR 3,834 Million (18m€ at 213 PKR/€). (f) Timeframe or duration of the transactions or contracts or arrangements: The Distribution Agreement (Pharma) will be in force for an initial period of five (5) years, unless terminated earlier in accordance with the terms and subject to the conditions of the Distribution Agreement (Pharma). The Distribution Agreement (Pharma) will be automatically renewed at the end of the initial period for further consecutive periods of one (1) year each. (g) Pricing policy: The supply prices for the relevant products were determined on the basis of the supply prices paid by the Company to Sanofi Ex-Pakistan Group prior to Closing. (h) Recommendations of the audit committee: The audit committee recommends approving the execution of the Distribution Agreement (Pharma). (i) Any other relevant and material information that is necessary for the board to make a well informed decision regarding the approval of related party transaction: In connection with the Distribution Agreement (Pharma), certain ancillary technical agreements will be also executed between the parties and/or their affiliates, including Medical Affairs Agreement, Pharmacovigilance Agreement, Regulatory Agreement, and Quality Agreement. These are standard, ordinary course of business agreements, typical in the pharmaceutical industry.

C. DISTRIBUTION AGREEMENT (CHC)

A Distribution Agreement for the distribution by the Company in Pakistan and Afghanistan of various CHC products of Sanofi Ex-Pakistan Group. Information required for approval of the members under Regulation 5(1) of Companies (Related Party Transactions and Maintenance of Related Records) Regulations, 2018 ("2018 Regulations") is as follows: (a) Name of Related Parties: Opella Healthcare International, and Sanofi-Aventis Pakistan Limited. (b) Names of the interested or concerned persons or directors: • Dr. Asim Jamal; • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; • Naïra Admyan; • Syed Babar Ali; • Syed Hyder Ali; and • Arshad Ali Gohar. (c) Nature of relationship, interest or concern along with complete information of financial or other interest or concern of directors, managers or key managerial personnel in the related parties: • Directorship in affiliate company. (d) Detail, description, terms and conditions of the transaction: • Under the Distribution Agreement (CHC), Opella Healthcare International desires to appoint Sanofi-Aventis Pakistan Limited as its exclusive distributor for the import and sale of certain CHC products in finished packaged forms within Pakistan and Afghanistan and for the performance of certain related activities (e.g. receipt, inspection, storage, picking & packing, transportation, delivery, commissioning and decommissioning) in connection with the distribution of the products in finished packaged forms. • The Distribution Agreement (CHC) contains, inter alia, terms and conditions with respect to appointment of the Company as the exclusive distributor to import and distribute the products in Pakistan and Afghanistan, including product warehousing and handling (including storage, transport, handling and disposal of the products in accordance with law and highest healthcare industry practices; prices and payments. • If so requested by Opella Healthcare International, the Company shall, at its own expense, but on behalf of Opella Healthcare International apply for, obtain and maintain all necessary Product-related registrations, pricing, approvals and consents of regulatory authorities and agencies, as may be necessary to allow the lawful purchase, importation, marketing, promotion, use and sale of the products in Pakistan and Afghanistan. (e) Amount of transaction: Supply prices for the relevant products are agreed in the Distribution Agreement (CHC). The total annual amount of the supply prices for products covered by the Distribution Agreement (CHC) depends on the volume of the supplied products in any given year, and for 2023 it is forecasted to be around PKR 426 million (2ME @ 213PKR/Euro). (f) Timeframe or duration of the transactions or contracts or arrangements: The Distribution Agreement (CHC) will be in force for an initial period of five (5) years, unless terminated earlier in accordance with the terms and subject to the conditions of the Distribution Agreement (CHC). The Distribution Agreement (CHC) will be automatically renewed at the end of the initial period for further consecutive periods of one (1) year each. (g) Pricing policy: The supply prices for the relevant products were determined on the basis of the supply prices paid by the Company to Sanofi Ex-Pakistan Group prior to Closing. (h) Recommendations of the audit committee: The audit committee recommends approving the execution of the Distribution Agreement (CHC). (i) Any other relevant and material information that is necessary for the board to make a well informed decision regarding the approval of related party transaction: In connection with the Distribution Agreement (CHC), certain ancillary technical agreements will be also executed between the parties and/or their affiliates, including Medical Affairs Agreement, Pharmacovigilance Agreement, Regulatory Agreement, and Quality Agreement. These are standard, ordinary course of business agreements, typical in the pharmaceutical industry.

D. KNOW-HOW AND TRADEMARKS LICENSE AGREEMENT (PHARMA)

A Know-How and Trademarks License Agreement (Pharma) for the license to the Company of mainly certain trademarks for the commercialization in Pakistan and Afghanistan by the Company of certain non-CHC Products (i.e., pharma products) of Sanofi Ex-Pakistan Group. Information required for approval of the members under Regulation 5(1) of the 2018 Regulations is as follows: (a) Name of Related Parties: Sanofi-Aventis Singapore Pte. Ltd. and Sanofi-Aventis Pakistan Limited. (b) Names of the interested or concerned persons or directors: • Dr. Asim Jamal; • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; • Naïra Admyan; • Syed Babar Ali; • Syed Hyder Ali; and • Arshad Ali Gohar. (c) Nature of relationship, interest or concern along with complete information of financial or other interest or concern of directors, managers or key managerial personnel in the related parties: • Directorship in affiliate company. (d) Detail, description, terms and conditions of transaction: • Sanofi-Aventis Singapore Pte. Ltd. agrees to grant the Company certain rights over certain of its intellectual property to be used solely in connection with the manufacture, distribution, promotion and sale of certain pharmaceutical products in Pakistan and Afghanistan subject to the terms and conditions of the Know-How and Trademarks License Agreement (Pharma). • The Know-How and Trademarks License Agreement (Pharma) contains, inter alia, provisions with respect to: (a) new formulations of products; (b) preservation of the licensed intellectual property; (c) quality control; (d) maintenance of licensed trademarks; and (e) pharmacovigilance. (e) Amount of transaction: Since the Know-How and Trademarks License Agreement (Pharma) will be entered into between the parties in the context of a broader arrangement of the manufacture, distribution, promotion and sale of certain pharmaceutical products in Pakistan and Afghanistan, the parties agree that the licenses granted under the Know-How and Trademarks License Agreement (Pharma) shall not be subject to any royalty payments by the Company. (f) Timeframe or duration of the transactions or contracts or arrangements: The Know-How and Trademarks License Agreement (Pharma) will be in force for a period of five (5) years and will be automatically renewed on an annual basis unless a prior one (1) year notice is given by either of the parties to terminate. (g) Pricing policy: Since the Know-How and Trademarks License Agreement (Pharma) will be entered into between the parties in the context of a broader arrangement of the manufacture, distribution, promotion and sale of certain pharmaceutical products in Pakistan and Afghanistan, the parties agree that the licenses granted under the Know-How and Trademarks License Agreement (Pharma) shall not be subject to any royalty payments by the Company. (h) Recommendations of the audit committee: The audit committee recommends approving the execution of the Know-How and Trademarks License Agreement (Pharma). (i) Any other relevant and material information that is necessary for the board to make a well informed decision regarding the approval of related party transaction: • In connection with the Know-How and Trademarks License Agreement (Pharma), certain ancillary technical agreements will be also executed between the parties and/or their affiliates, including for instance Pharmacovigilance Agreement. These are standard, ordinary course of business agreements, typical in the pharmaceutical industry. • Supply of certain relevant active pharmaceutical ingredients and semi-finished products needed for the manufacture of some of the products covered by the Know-How and Trademarks License Agreement (Pharma) will be carried out under the Supply Agreements (API and SF) below.

E. KNOW-HOW AND TRADEMARKS LICENSE AGREEMENT (CHC)

A Know-How and Trademarks License Agreement (CHC) for the license to the Company of mainly certain trademarks for the commercialization in Pakistan and Afghanistan by the Company of certain CHC products of Sanofi Ex-Pakistan Group. Information required for approval of the members under Regulation 5(1) of the 2018 Regulations is as follows: (a) Name of Related Parties: Opella Healthcare International, and Sanofi-Aventis Pakistan Limited. (b) Names of the interested or concerned persons or directors: • Dr. Asim Jamal; • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; • Naïra Admyan; • Syed Babar Ali; • Syed Hyder Ali; and • Arshad Ali Gohar. (c) Nature of relationship, interest or concern along with complete information of financial or other interest or concern of directors, managers or key managerial personnel in the related parties: • Directorship in affiliate company. (d) Detail, description, terms and conditions of transaction: • Opella Healthcare International agrees to grant the Company certain rights over certain of its intellectual property to be used solely in connection with the manufacture, distribution, promotion and sale of certain pharmaceutical products in Pakistan and Afghanistan subject to the terms and conditions of the Know-How and Trademarks License Agreement (CHC). • The Know-How and Trademarks License Agreement (CHC) contains, inter alia, provisions with respect to: (a) new formulations of products; (b) preservation of the licensed intellectual property; (c) quality control; (d) maintenance of licensed trademarks; and (e) pharmacovigilance. (e) Amount of transaction: Since the Know-How and Trademarks License Agreement (CHC) will be entered into between the parties in the context of a broader arrangement of the manufacture, distribution, promotion and sale of certain pharmaceutical products in Pakistan and Afghanistan, the parties agree that the licenses granted under the Know-How and Trademarks License Agreement (CHC) shall not be subject to any royalty payments by the Company. (f) Timeframe or duration of the transactions or contracts or arrangements: The Know-How and Trademarks License Agreement (CHC) will be in force for a period of five (5) years and will be automatically renewed on an annual basis unless a prior one (1) year notice is given by either of the parties to terminate. (g) Pricing policy: Since the Know-How and Trademarks License Agreement (CHC) will be entered into between the parties in the context of a broader arrangement of the manufacture, distribution, promotion and sale of certain pharmaceutical products in Pakistan and Afghanistan, the parties agree that the licenses granted under the Know-How and Trademarks License Agreement (CHC) shall not be subject to any royalty payments by the Company. (h) Recommendations of the audit committee: The audit committee recommends approving the execution of the Know-How and Trademarks License Agreement (CHC). (i) Any other relevant and material information that is necessary for the board to make a well informed decision regarding the approval of related party transaction: • In connection with the Know-How and Trademarks License Agreement (CHC), certain ancillary technical agreements will be also executed between the parties and/or their affiliates, including for instance Pharmacovigilance Agreement. These are standard, ordinary course of business agreements, typical in the pharmaceutical industry.

F. SUPPLY AGREEMENTS (API AND SF)

Two Supply Agreements (API and SF) for the supply by Sanofi-Aventis Singapore Pte. Ltd. and Opella Healthcare International SAS, respectively, to the Company of certain active pharmaceutical ingredients and semi-finished products. Information required for approval of the members under Regulation 5(1) of the 2018 Regulations is as follows: (a) Name of Related Parties: Sanofi-Aventis Singapore Pte. Ltd. and Opella Healthcare International SAS (each as a seller) and Sanofi-Aventis Pakistan Limited (as a purchaser). (b) Names of the interested or concerned persons or directors: • Dr. Asim Jamal; • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; • Naïra Admyan; • Syed Babar Ali; • Syed Hyder Ali; and • Arshad Ali Gohar. (c) Nature of relationship, interest or concern along with complete information of financial or other interest or concern of directors, managers or key managerial personnel in the related parties: • Directorship in affiliate company. (d) Detail, description, terms and conditions of transaction: • Sanofi-Aventis Singapore Pte. Ltd. and Opella Healthcare International SAS shall each undertake to supply to the Company with and the Company undertakes to purchase from Sanofi-Aventis Singapore Pte. Ltd. and Opella Healthcare International SAS, its requirements of products (i.e., various active pharmaceutical ingredients and semi-finished products) subject to the terms and conditions set out in the Supply Agreements (API and SF). • Active pharmaceutical ingredients and semi-finished products covered under the Supply Agreements (API and SF) are mainly those needed for the manufacture of the products covered by the Know-How and Trademarks License Agreement (Pharma) and the Know-How and Trademarks License Agreement (CHC). • The Supply Agreements (API and SF) contains, inter alia, terms and conditions with respect to: (a) supply and manufacture of pharmaceutical products; (b) exclusive purchase of the total requirement of products from Sanofi-Aventis Singapore Pte. Ltd. and Opella Healthcare International SAS by the Company (with certain exceptions); (c) forecasts and orders; (d) storage; (e) reception and quality control; and (f) pharmacovigilance. (e) Amount of transaction: Supply prices for the relevant products are agreed in the Supply Agreements (API and SF). The total annual amount of the supply prices for products covered by the Supply Agreements (API and SF) depends on the volume of the supplied products in any given year, and for 2023 it is forecasted to be around PKR 1800 million (8.5ME @ 213PKR/Euro). (f) Timeframe or duration of the transactions or contracts or arrangements: The term of the Supply Agreements (API and SF) – Pharma) shall become effective as of the effective date of the parties' execution of the Supply Agreements (API and SF) and shall remain in force for a five (5) year period (with some exceptions). Thereafter, the Supply Agreements will be automatically renewed for a one (1) year period, unless earlier terminated by any of the parties with a (12) months prior written notice. (g) Pricing policy: The supply prices for the relevant products were determined on the basis of the supply prices paid by the Company to Sanofi Ex-Pakistan Group prior to Closing. (h) Recommendations of the audit committee: The audit committee recommends approving the execution of the Supply Agreements (API and SF). (i) Any other relevant and material information that is necessary for the board to make a well informed decision regarding the approval of related party transaction: In connection with the Supply Agreements (API and SF), certain ancillary technical agreements will be also executed between the parties and/or their affiliates, including for instance Quality Agreements. These are standard, ordinary course of business agreements, typical in the pharmaceutical industry.

G. TRANSITIONAL SERVICES AGREEMENT A Transitional Services Agreement for the provision of certain transitional services by Sanofi Ex-Pakistan Group to the Company in connection with the separation of the Company from the Sanofi Ex-Pakistan Group. Information required for approval of the members under Regulation 5(1) of the 2018 Regulations is as follows: (a) Name of Related Parties: Sanofi-Aventis Singapore Pte. Ltd. and Sanofi-Aventis Pakistan Limited. (b) Names of the interested or concerned persons or directors: • Dr. Asim Jamal; • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; • Naïra Admyan; • Syed Babar Ali; • Syed Hyder Ali; and • Arshad Ali Gohar. (c) Nature of relationship, interest or concern along with complete information of financial or other interest or concern of directors, managers or key managerial personnel in the related parties: • Directorship in affiliate company. (d) Detail, description, terms and conditions of transaction: • Sanofi Participations B.V., being an affiliate of Sanofi-Aventis Group, will have ceased to be a shareholder of the Company as a result of the Transaction. In connection with Sanofi-Aventis Group ceasing to be an affiliate of the Company, the parties to the Transitional Services Agreement contemplate that Sanofi-Aventis Group will provide (directly or through its affiliates) to the Company, certain transitional services in accordance with the terms and condition set out in the Transitional Services Agreement. • The Transitional Services Agreement will govern the provision of services under relevant statement of works (which will specify the scope of the services to be performed by Sanofi-Aventis Group or any of its affiliates for the benefit of the Company). • The statement of work will be substantially in a form set out and agreed in the Transitional Services Agreement. The initial statement of work covers various IT and business software related matters. (e) Amount of transaction: The parties agree that, unless stated otherwise in the relevant statement of work, the price of the services shall be the costs incurred by Sanofi-Aventis Group or any of its affiliates to provide such services, increased by five per cent (5%). The total annual amount of the fees paid for the services covered by the Transitional Services Agreement depends on the demand for such services during the duration of the agreement. (f) Timeframe or duration of the transactions or contracts or arrangements: The term of the Transitional Services Agreement shall commence from the effective date of the Transitional Services Agreement and will remain in effect until the last day that any service term in any statement of work (as defined in the Reverse Transitional Services Agreement) remains in effect, unless earlier terminated or extended under the Transitional Services Agreement. (g) Pricing policy: The prices of the services covered by the Transitional Services Agreement were determined on the basis of the prices paid by the Company to Sanofi Ex-Pakistan Group prior to Closing. (h) Recommendations of the audit committee: The audit committee recommends approving the execution of the Transitional Services Agreement. (i) Any other relevant and material information that is necessary for the board to make a well informed decision regarding the approval of related party transaction: Additional statements of work may be agreed between the parties during the term of the Transitional Services Agreement.

H. REVERSE TRANSITIONAL SERVICES AGREEMENT A Reverse Transitional Services Agreement for the provision of certain transitional services by the Company to the Sanofi Ex-Pakistan Group in connection with the separation of the Company from the Sanofi Ex-Pakistan Group. Information required for approval of the members under Regulation 5(1) of the 2018 Regulations is as follows: (a) Name of Related Parties: Sanofi-Aventis Singapore Pte. Ltd. and Sanofi-Aventis Pakistan Limited. (b) Names of the interested or concerned persons or directors: • Dr. Asim Jamal; • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; • Naïra Admyan; • Syed Babar Ali; • Syed Hyder Ali; and • Arshad Ali Gohar. (c) Nature of relationship, interest or concern along with complete information of financial or other interest or concern of directors, managers or key managerial personnel in the related parties: • Directorship(s) in affiliate company. (d) Detail, description, terms and conditions of transaction: • Sanofi Participations B.V., being an affiliate of Sanofi-Aventis Group, will have ceased to be a shareholder of the Company as a result of the Transaction. In connection with Sanofi-Aventis Group ceasing to be an affiliate of the Company, the parties to the Reverse Transitional Services Agreement contemplate that the Company will provide to Sanofi-Aventis Singapore Pte. Ltd. (and/or to its affiliates), certain transitional services in accordance with the terms and condition set out in the Reverse Transitional Services Agreement. • The Reverse Transitional Services Agreement will govern the provision of services under relevant statement of works (which will specify the scope of the services to be performed by the Company for the benefit of Sanofi-Aventis Singapore Pte. Ltd. or its affiliates). • The statement of work will be substantially in a form set out and agreed in the Transitional Services Agreement. The initial statement of work covers certain financial closing related procedures. (e) Amount of transaction: The parties agree that, unless stated otherwise in the relevant statement of work, the price of the services shall be the costs incurred by the Company to provide such services, increased by five per cent (5%). The total annual amount of the fees paid for the services covered by the Reverse Transitional Services Agreement depends on the demand for such services during the duration of the agreement. (f) Timeframe or duration of the transactions or contracts or arrangements: The term of the Reverse Transitional Services Agreement shall commence from the effective date of the Reverse Transitional Services Agreement and will remain in effect until the last day that any service term in any statement of work (as defined in the Reverse Transitional Services Agreement) remains in effect, unless earlier terminated or extended under the Reverse Transitional Services Agreement. (g) Pricing policy: The prices of the services covered by the Reverse Transitional Services Agreement were determined on the basis of the prices paid by the Sanofi Ex-Pakistan Group to the Company prior to Closing. (h) Recommendations of the audit committee: The audit committee recommends approving the execution of the Reverse Transitional Services Agreement. (i) Any other relevant and material information that is necessary for the board to make a well informed decision regarding the approval of related party transaction: Additional statements of work may be agreed between the parties during the term of the Reverse Transitional Services Agreement.

I. SANOFI CORPORATE NAMES LICENSE AGREEMENT

A Sanofi Corporate Names License Agreement for the temporary license by Sanofi to the Company of Sanofi corporate trademarks in connection with the separation of the Company from the Sanofi Ex-Pakistan Group. Information required for approval of the members under Regulation 5(1) of the 2018 Regulations is as follows: (a) Name of Related Parties: Sanofi (France) and Sanofi-Aventis Pakistan Limited. (b) Names of the interested or concerned persons or directors: • Dr. Asim Jamal; • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; • Naïra Admyan; • Syed Babar Ali; • Syed Hyder Ali; and • Arshad Ali Gohar. (c) Nature of relationship, interest or concern along with complete information of financial or other interest or concern of directors, managers or key managerial personnel in the related parties: • Directorship in affiliate company. (d) Detail, description, terms and conditions of transaction: • Sanofi Participations B.V. being an affiliate of Sanofi (France), will have ceased to be a shareholder of the Company as a result of the Transaction and as a result of which, the Company will also have ceased to be an affiliate of Sanofi (France). • Sanofi (France) grants to the Company a non-exclusive, non-sublicensable (except as permitted under the agreement), royalty-free and fully paid-up license to use the Sanofi corporate names (i) in connection with the manufacture, importation, distribution and sale of the products in the relevant product territories (Pakistan and Afghanistan), and (ii) as part of the legal corporate name of the Company. (e) Amount of transaction: Since the Sanofi Corporate Names License Agreement will be entered into between the parties in the context of a broader transaction the parties agree that the licenses granted under the Sanofi Corporate Names License Agreement shall not be subject to any royalty payments by the Company. (f) Timeframe or duration of the transactions or contracts or arrangements: The term of the Sanofi Corporate Names License Agreement is 15 months from the Closing, with certain exceptions. (g) Pricing policy: Since the Sanofi Corporate Names License Agreement will be entered into between the parties in the context of a broader transaction the parties agree that the licenses granted under the Sanofi Corporate Names License Agreement shall not be subject to any royalty payments by the Company. (h) Recommendations of the audit committee: The audit committee recommends approving the execution of the Sanofi Corporate Names License Agreement. (i) Any other relevant and material information that is necessary for the board to make a well informed decision regarding the approval of related party transaction: None.

• The Post-Closing Agreements are being entered into by the Company with related parties in terms of Section 208 of Companies Act, 2017. Therefore, the Company requires approval of the members under Regulation 5(2) of the Companies (Related Party Transactions and Maintenance of Related Records) Regulations, 2018. • Further, the entering into the following Post-Closing Agreements is also subject to the receipt of the relevant approvals from the Competition Commission of Pakistan: (a) the Distribution Agreement (Pharma) and the Distribution Agreement (CHC); (b) the Know How and Trademarks Licensing Agreement (CHC) and the Know How and Trademarks Licensing Agreement (Pharma); and (c) the Supply Agreements (API and SF). • Given that a majority of the directors on the Board of the Company are interested in terms of Section 207 of the Companies Act, 2017, as they are either nominees of Sanofi Participations B.V. or of the Purchasers (or their affiliates), the following matters also require approval of the shareholders of the Company via special resolution pursuant to Section 208 of the Companies Act, 2017 and Article 87 of the Articles of Association of the Company: 1. The appointment of the following nominees of the Purchasers as the authorized signatories for the sub-account opened with Deutsche Bank AG Pakistan (acting as the authorized dealer) in the name of the Company, which sub-bank account is to be used solely in connection with the payment of the consideration on Closing: (a) Khuram Raza Bakhtyari (CNIC: 35201-5915315-1), Chief Financial Officer, Packages Limited; and (b) Sajjad Iftikhar (CNIC: 35201-9162960-1), Chief Investment Officer, Packages Limited. 2. The registration of the transfer of the Sale Shares from the Seller to the Purchasers and the registration of the Purchasers as the holders of the Sale Shares in the register of members of the Company, which is subject to the satisfaction of the Conditions to Closing and subject to the Closing being successfully completed. 3. The following changes of the directors of the Company, such changes to take effect immediately upon the successful completion of the Closing, and being subject to the satisfaction of the relevant Conditions to Closing and subject to the Closing being successfully completed: (a) The following directors resign from the Board: • Yasser Pirmuhammad; • Hermes Martet; • Marc-Antoine Lucchini; and • Naïra Admyan. (b) The following directors are newly appointed to the Board: • Imran Khalid Niazi; • Syed Anis Ahmad Shah; • Saadia Naveed; and • Sajjad Iftikhar. (c) Currently (prior to above contemplated changes), the Board of Directors of the Company has eleven members: five have been nominated by Sanofi Participations B.V., three have been nominated by the Purchasers or their affiliates, and three are independent directors. As discussed above, the nominee directors of Sanofi Participations B.V. and of the Purchasers (and their affiliates) are treated as "interested directors" for the purposes of the Extraordinary General Meeting. • Current composition of the Board of Directors of the Company (prior to above contemplated changes) is as follows: (a) Syed Babar Ali (Chairman, Non-Executive Director) (b) Dr. Asim Jamal (Chief Executive Officer) (c) Yasser Pirmuhammad (Chief Financial Officer) (d) Syed Hyder Ali (Non-Executive Director) (e) Arshad Ali Gohar (Non-Executive Director) (f) Imtiaz Ahmed Husain Lalwala (Independent Director) (g) Shahid Zaki (Independent Director) (h) Rehmatullah Khan Wazir (Independent Director) (i) Naïra Admyan (Non-Executive Director) (j) Hermes Martet (Non-Executive Director) (k) Marc-Antoine Lucchini (Non-Executive Director) • The following are the nominee directors of Sanofi Participations B.V. on the Board of the Company: (a) Dr. Asim Jamal; (b) Yasser Pirmuhammad; (c) Hermes Martet; (d) Marc-Antoine Lucchini; and (e) Naïra Admyan. • The following are the nominee directors of the Purchasers and their affiliates on the Board of the Company: (a) Syed Babar Ali; (b) Syed Hyder Ali; and (c) Arshad Ali Gohar.

NOTES:

A. CLOSURE OF SHARE TRANSFER BOOKS

1. The Share Transfer Books of the Company shall remain closed from October 3, 2022 to October 11, 2022 (both days inclusive). Transfers received at Company's Share Registrar namely FAMCO Associates (Pvt.) Ltd., 8-F, Near Hotel Faran, Nursery, Block 6, P.E.C.H.S, Shakra-e-Faisal, Karachi, by the close of business on September 30, 2022 will be considered in time to attend the Extraordinary General Meeting.

B. ATTENDING THE EOGM AND APPOINTMENT OF PROXIES

1. Members whose names are appearing in the register of members as of September 30, 2022 are entitled to attend and vote at the meeting. A member entitled to attend and vote at the above meeting may appoint a proxy to attend and vote on his behalf. No person shall act as a proxy (except for a corporation) unless he is entitled to be present and vote in his own right. Instrument appointing proxy must be deposited at the registered office of the Company at least 48 hours before the time of the meeting. Shareholders whose shares are deposited with Central Depository Company (CDC) are requested to submit their CDC account number for verification along with the proxy form. In case of a corporate entity, the Board of Directors' resolution/Power of Attorney with specimen signature of the nominee shall be submitted (unless it has been provided earlier) along with the proxy form. 2. In light of the threats posed by COVID-19 and to protect the wellbeing of the stakeholders, the Securities and Exchange Commission of Pakistan (SECP) has vide its Circulars issued from time to time directed the listed companies to hold general meetings virtually in addition to the requirements of holding physical meeting. The following arrangements have been made to further facilitate the participations of the stakeholders in the EOGM. 3. The shareholders are requested to get themselves registered by sending their particulars at the designated email address (pk.agm@sanofi.com), mentioning their names, CNIC number, Folio number, cell phone number and email address by the close of business hours (5:00 PM) on September 30, 2022. The webinar link would be provided to the registered shareholders who have provided all the requested information. The shareholders are also encouraged to send their comments / suggestions, related to the agenda items of the EOGM on the above-mentioned email address by the close of business hours (5:00 PM) on September 30, 2022. 4. The proxy form shall be witnessed by two persons whose names, addresses and CNIC numbers shall be mentioned on the form. 5. Attested copies of CNIC or the passport of the beneficial owners and the proxy shall be furnished to the proxy form. 6. Shareholders holding shares in physical form are requested to notify the changes of the address prior to any and provide the copy of their CNIC to Share Registrar, FAMCO Associates (Pvt.) Ltd., 8-F, Near Hotel Faran, Nursery, Block 6, P.E.C.H.S, Shakra-e-Faisal, Karachi, if not already provided. Those holding shares in electronic form with CDC must notify change of address to their participants or CDC Investor Accounts Services with whom account is maintained. 7. CDC account holders will further have to follow the guidelines as laid down in Circular No.1, dated 26 January 2000 issued by the SECP for attending the meeting and appointment of proxies.

C. CONSENT FOR VIDEO CONFERENCE FACILITY

Pursuant to section 132(2) of the Companies Act, 2017, if the Company receives consent from members holding in aggregate 10% or more of shareholding residing in a geographical location to participate in the meeting through video conferencing at least 7 days prior to the date of Extraordinary General Meeting, the Company will arrange video conferencing facility at that city subject to availability of such facility in that city. To avail this facility such members are requested to provide the following information to the Share Registrar Office of the Company i.e. FAMCO Associates (Pvt.) Limited 8-F, Near Hotel Faran, Nursery, Block 6, P.E.C.H.S, Shakra-e-Faisal, Karachi and email address info.shares@famco.com.pk.

I/We, being member(s) of Sanofi-Aventis Pakistan Limited, holder of Ordinary Shares as per Register Folio No. _____ hereby opt for video conference facility at (Please insert name of City)

Signature of member

D. E-VOTING

Members can also exercise their right of E-voting subject to the requirements of Section 143-145 of the Companies Act, 2017 and the applicable clauses of the Companies (Postal Ballot) Regulations, 2018.

For any query/problem/information, the investors may contact the Company Secretary at phone: +92 21 35060221-35 and email address: company.secretary@sanofi.com and/or FAMCO Associates (Pvt.) Ltd. at phone +92 21 34380101-5 and email address: info.shares@famco.com.pk.


Muhammad Abu Bakar Siddiq
Company Secretary

Sanofi-Aventis Pakistan Limited

sanofi-aventis Pakistan limited

Plot No 23, Sector 22, Korangi Industrial Area, Karachi-74900 Pakistan,

