PUBLIC VERSION

CT- 2009-014

COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34, and the *Competition Tribunal Rules*, SOR/94-290;

AND IN THE MATTER of the acquisition of Wyeth by Pfizer Inc.;

AND IN THE MATTER of filing and registration of a consent agreement pursuant to section 105 of the *Competition Act*.

B E T W E E N :

THE COMMISSIONER OF COMPETITION

Applicant

– and –

PFIZER INC. and WYETH

Respondents

CONSENT AGREEMENT

WHEREAS Pfizer Inc. ("**Pfizer**"), has entered into an agreement to acquire Wyeth pursuant to an "Agreement and Plan of Merger", dated as of January 25, 2009, among Pfizer, Wagner Acquisition Corp. and Wyeth (the "**Acquisition**");

AND WHEREAS the Commissioner of Competition (the "**Commissioner**") has concluded that the Acquisition is likely to prevent or lessen competition substantially for: the supply of certain animal health pharmaceutical products and certain animal health vaccine products; and the supply of certain human hormone replacement products;

AND WHEREAS the Respondents do not admit but will not contest the Commissioner's conclusion for the purposes of the enforcement of any provision of this Consent Agreement (the "**Agreement**"), or in any subsequent proceeding, including in any proceeding under section 106 of the Act, in relation to this Agreement;

AND WHEREAS the Commissioner is satisfied that the implementation of this Agreement will be sufficient to ensure that a likely substantial lessening or prevention of competition will not result from the completion of the Acquisition;

AND WHEREAS the Commissioner, Pfizer and Wyeth agree to the immediate registration of this Agreement with the Competition Tribunal by the Commissioner;

NOW THEREFORE Pfizer, Wyeth and the Commissioner agree as follows:

I. DEFINITIONS

[1] For the purposes of this Agreement, unless something in the subject matter or context is inconsistent therewith, the following capitalized terms have the following meanings:

(a) "**Act**" means the *Competition Act*, R.S.C., 1985, c. C-34, as amended;

(b) "**Acquirer(s)**" means the following:

(i) a Person specified by name in this Agreement to acquire particular assets or rights that the Respondents are required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Agreement and that has been approved by the Commissioner; or

(ii) a Person approved by the Commissioner to acquire particular assets or rights that the Respondents are required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Agreement;

(c) "**Acquisition**" means the acquisition contemplated by the Agreement and Plan of Merger among Pfizer, Wagner Acquisition Corp. and Wyeth, dated as of January 25, 2009;

(d) "**Affiliate**" means an affiliated corporation, partnership or sole proprietorship within the meaning of subsection 2(2) of the Act;

(e) "**Agency(ies)**" means any government regulatory authority or authorities in the world responsible for granting approval(s), clearance(s), qualification(s), license(s), or permit(s) for any aspect of the research, Development, manufacture, marketing, distribution, or sale of a Product. The term "Agency" includes, without limitation, the Canadian Food Inspection Agency ("CFIA"), Health Canada ("HC"), the United States Food and Drug Administration ("FDA"), and the United States Department of Agriculture ("USDA");

(f) "**Agency Manufacturing Standards**" means:

(i) for any Product regulated by HC, current Good Manufacturing Practice, as set forth in the Canadian *Food and Drugs Act*, R.S.C. 1985, c. F-27, as amended, and all rules and regulations promulgated thereunder;

(ii) for any Product regulated by the CFIA, current standards as set forth in the Canadian *Health of Animals Act*, S.C. 1990, c. 21, as amended, and all rules and regulations promulgated thereunder;

(iii) for any Product regulated by the FDA, current Good Manufacturing Practice, as set forth in the United States Federal *Food, Drug, and Cosmetic Act*, as amended, and all rules and regulations promulgated by the FDA thereunder; and

(iv) for any Product regulated by the USDA, current manufacturing regulations contained in Title 9 of the *Code of Federal Regulations* pertaining to veterinary biologics and all rules and regulations promulgated by the USDA thereunder;

(g) "**Agreement**" means this Consent Agreement entered into between Pfizer, Wyeth and the Commissioner pursuant to section 105 of the Act, including the schedules hereto;

(h) "**Alternate Acquirer Initial Sale Period**" means one hundred and eighty (180) days from the expiry of the BI Initial Sale Period, subject to extension in the sole discretion of the Commissioner;

(i) "**Alternate HRT Period**" means one hundred and eighty (180) days from the expiry of the Paladin Initial Period, subject to extension in the sole discretion of the Commissioner;

(j) "**Animal Health Pipeline Products**" means all Products in Development by Wyeth prior to the Effective Date and all Products (other than the Animal Health Products) that were in Development (whether or not such Development has been discontinued) by Wyeth at any time within the five (5) year period immediately preceding the Effective Date for use in the following Fields:

(i) the following diseases and pathogens within bovines: pneumonia, reproductive disease, neurological disease, musculoskeletal disease, renal

disease, production loss disease, hematological disease, ecto and endoparasites (bovine and ovine), leptospirosis, salmonellosis, Johnne' disease, mastitis, parainfluenza-3 virus, bovine viral diarrhea virus, infectious bovine rhinotracheitis virus, pasteurellosis, bovine respiratory syncytial virus, rhinotracheitis, vibriosis, and enteric disease/ diarrhea, and diseases treatable with chlortetracycline, tetracycline, sulfamethazine, sulfachlorpyridazine, ampicillin, cephapirin, cloxacillin, hetacillin, and/or moxidectin;

(ii) the following diseases, pathogens, and pharmacological activities within canines: adenoviruses, bordetellosis, borelleliosis, coronavirus, enteric disease/diarrhea, respiratory disease, infections, dermatological disease, neurological disease, hepatic disease, renal disease, opthalmological disease, hematological disease, arthropathy, distemper, influenza, leptospirosis, parvovirus, parainfluenza, and rabies, and diseases treatable with ampicillin, hetacillin, cefadroxil, difloxacin, triamcinolone, and/or etodolac; and

(iii) the following diseases, pathogens, and pharmacological activities within felines: calicivirus, chlamydia, feline immunodeficiency virus, feline leukemia, panleukopenia, pneumonitis, rabies, rhinotracheitis, enteric disease/diarrhea, opthalmological disease, hematological disease, neurological disease, immunodeficiency, and diseases treatable with ampicillin, hetacillin, cefadroxil, difloxacin, triamcinolone, and/or etodolac;

(k) "**Animal Health Product Assets**" means all of the specified Respondent's rights, title and interest in and to all assets related to such Respondent's business within the Geographic Territory related to each of the respective Animal Health Products and Animal Health Pipeline Products to the extent legally transferable, including the research, Development, manufacture, distribution, marketing, and sale of each such Product, including, without limitation, the following:

(i) the Animal Health Product Facilities;

(ii) all Product Intellectual Property;

(iii) all Product Improvements;

(iv) all Product Approvals;

(v) all Product Manufacturing Technology;

(vi) all Product Marketing Materials;

(vii) all Website(s);

(viii) a list of all of the Product Code Numbers, and rights, to the extent permitted by Law:

(A) to require the Respondent(s) to discontinue the use of those Product Code Numbers in the sale or marketing of Products other than with respect to returns, rebates, allowances, and adjustments for Animal Health Products sold prior to the Effective Date;

(B) to prohibit the Respondent(s) from seeking from any customer any type of cross-referencing of those Product Code Numbers with any Retained Product(s);

(C) to seek to change any cross-referencing by a customer of those Product Code Numbers with the Retained Product(s) (including the right to receive notification from the Respondent(s) of any such cross-referencing that is discovered by the Respondent(s));

(D) to seek cross-referencing from a customer of those Product Code Numbers with the Acquirer's Product Code Numbers;

(E) to approve the timing of the Respondents' discontinued use of those Product Code Numbers in the sale or marketing of Products other than with respect to returns, rebates, allowances, and adjustments for Animal Health Products sold prior to the Effective Date; and

(F) to approve any notification(s) from the Respondent(s) to any customer(s) regarding the use or discontinued use of such Product Code Numbers by the Respondent(s) prior to such notification(s) being disseminated to the customer(s);

(ix) all rights to all of the Respondents' Applications or Veterinary Biological Product Authorization(s), as applicable;

(x) the Master Files related to the above-described Applications including, but not limited to, the pharmacology and toxicology data contained in all Application(s);

(xi) all Product Development Reports and research data and test results;

(xii) at the Acquirer's option, all Product Assumed Contracts (copies to be provided to the Acquirer on or before the Closing Date);

(xiii) all strategic safety programs submitted to the CFIA, HC, FDA or USDA, as applicable, that are designed to decrease product risk by using one or more interventions or tools beyond the package insert;

(xiv) all pharmaco and vaccino vigilance data and records, post-marketing surveillance programs to collect patient data, laboratory data and identification information required to be maintained by the CFIA, HC, FDA or USDA, as applicable, to facilitate the investigation of adverse effects;

(xv) a list of all customers and/or targeted customers for such Animal Health Product(s) and the gross sales (in units and dollars) of such Animal Health Products to such customers on an annual basis for 2007 and 2008, and on a monthly basis for 2009 (year-to-date) including, but not limited to, a separate list specifying the above-described information for the High Volume Accounts and including the name of the customer's employee(s) for each High Volume Account that is or has been responsible for the purchase of such Animal Health Products on behalf of the High Volume Account and his or her business contact information;

(xvi) at the Acquirer's option and to the extent approved by the Commissioner in the relevant Remedial Agreement, all inventory in existence as of the Closing Date including, but not limited to, raw materials, packaging materials, work-in-process and finished goods;

(xvii) copies of all unfilled customer purchase orders for such Animal Health Product(s) as of the Closing Date, to be provided to the Acquirer not later than five (5) days after the Closing Date; and

(xviii) all of the relevant Respondent's books, records, and files directly related to the foregoing or to such Animal Health Product(s) and/or Animal Health Pipeline Products;

provided, however, that "Animal Health Product Assets" shall not include: (1) documents relating to either Respondent's general business strategies or practices relating to marketing or sales of Products, where such documents do not discuss with particularity the Animal Health Products and/or the Animal Health Pipeline Products; (2) administrative, financial, and accounting records; (3) quality control records that are determined by the Monitor or the Acquirer not to be material to the manufacture of the Animal Health Products and/or the Animal Health Pipeline Product(s); (4) Wyeth's facility located at 2000 Rockford Road, Charles City, Iowa, USA 50616; and (5) assets licensed to the Acquirer pursuant to the Animal Health Product Licenses;

provided further, however, that in cases in which documents or other materials included in the relevant assets to be Divested contain information: (1) that relates both to such Animal Health Product(s) and/or such Animal Health Pipeline Product(s) and to other Products or businesses of the Respondent(s) and cannot be segregated in a manner that preserves the usefulness of the information as it relates to such Animal Health Product(s) or such Animal Health Pipeline Product(s); or (2) for which the Respondent(s) has a legal obligation to retain the original copies, the Respondent(s) shall be required to provide only copies or relevant excerpts of the documents and materials containing this information. In instances where such copies are provided to the Acquirer, the Respondent(s) shall provide such Acquirer access to original documents under circumstances where copies of documents are insufficient for evidentiary or regulatory purposes;

(l) "**Animal Health Product Core Employee(s)**" means the Product Marketing Employees, Product Sales Employees, Product Research and Development Employees and the Product Manufacturing Employees related to each Animal Health Product and/or Animal Health Pipeline Product;

(m) "**Animal Health Product Divestiture Agreements**" means the following agreements:

(i) Amended and Restated Asset Purchase Agreement by and among Pfizer, Wyeth, and Boehringer Ingelheim Vetmedica, Inc., dated September 17, 2009, and all amendments, exhibits, attachments, agreements, and schedules thereto ("Asset Purchase Agreement");

(ii) License Agreement by and among Pfizer, Wyeth, and Boehringer Ingelheim Vetmedica, Inc., in the form attached to the Asset Purchase Agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto;

(iii) Master Manufacturing and Supply Agreement by and among Pfizer, Wyeth, and Boehringer Ingelheim Vetmedica, Inc., in the form attached to the Asset Purchase Agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto;

(iv) Transitional Services Agreement between Pfizer, and Boehringer Ingelheim Vetmedica, Inc., in the form attached to the Asset Purchase Agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto; and

(v) Transitional Intellectual Property License Agreement by and between Pfizer, Wyeth, and Boehringer Ingelheim Vetmedica, Inc., in the form attached to the Asset Purchase Agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto;

(n) "**Animal Health Product Facilities**" means all assets comprising each of the facilities of Wyeth identified below, including, without limitation, all of the following: real estate; buildings; warehouses; storage tanks; structures; manufacturing equipment; other equipment; machinery; tools; spare parts; personal property; furniture; fixtures; supplies associated with each particular facility; and other tangible property, owned, leased, or operated by or on behalf of Wyeth and located at the locations identified below:

(i) 800 Fifth Street NW, Fort Dodge, Iowa, USA 50501; and

(ii) 141 East Riverside, Fort Dodge, Iowa, USA 50501;

provided, however, that at the Acquirer's option, the term "Animal Health Product Facilities" shall exclude such assets located at these facilities as are deemed by the Acquirer, in consultation with the Monitor, to be unnecessary for the Acquirer to

Develop, manufacture and sell the Animal Health Products in substantially the same manner as the Respondents;

(o) "**Animal Health Product Licenses**" means all of the following related to the Animal Health Products and/or the Animal Health Pipeline Products:

(i) a perpetual, non-exclusive, fully paid-up and royalty-free license(s) with rights to sublicense to all Product Licensed Intellectual Property and all Product Manufacturing Technology related to general manufacturing know-how:

(A) to research and Develop the Animal Health Products and/or Animal Health Pipeline Products for marketing, distribution or sale within the Geographic Territory;

(B) to use, make, have made, distribute, offer for sale, promote, advertise, or sell the Animal Health Products and/or Animal Health Pipeline Products within the Geographic Territory;

(C) to import or export the Animal Health Products to or from the Geographic Territory to the extent related to the marketing, distribution or sale of the Animal Health Products and/or Animal Health Pipeline Products in the Geographic Territory; and

(D) to have the Animal Health Products and/or Animal Health Pipeline Products made anywhere in the world for distribution or sale within, or import into the Geographic Territory;

provided further, however, that for any Product Licensed Intellectual Property that is the subject of a license from a Third Party to the Respondents, the scope of the rights granted hereunder shall only be required to be equal to the scope of the rights granted by the Third Party to the Respondents;

(ii) a perpetual, exclusive, fully paid-up and royalty-free license(s) with rights to sublicense under all Patents related to the Cydectin® Products for all Fields in the Geographic Territory; and

(iii) a perpetual, non-exclusive, fully paid-up and royalty-free license(s) with rights to sublicense under all Patents related to the InfoVax® Patents for all Fields in the Geographic Territory;

(p) "**Animal Health Products**" means all of the following Products, including without limitation, all dosages, strengths, formulations, salt forms, routes of administration, and presentations of a Product, any Product Improvements related to such Products, and any medical and/or veterinary device that are proprietary to the Respondents used for the administration or application of such Products:

(i) all of the following Products marketed or sold by Wyeth prior to the Acquisition for use in animals, but excluding humans:

(A) "Atravet® Products" means all Products that contain the active pharmaceutical ingredient generically known as acepromazine, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(B) "Bronchi-Shield® Products" means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the Bordetella bronchiseptica bacterium;

(C) "Calicivax® Products" means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the calicivirus virus;

(D) "Cefa-Dri® Products" means all Products that contain the active pharmaceutical ingredient generically known as cephapirin, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof; and

(E) "Cefa-Drops® Products" and "Cefa-Tabs® Products" means all Products that contain the active pharmaceutical ingredient generically known as cefadroxil, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(F) "Cefa-Lak® Products" means all Products that contain the active pharmaceutical ingredient generically known as cephapirin, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(G) "Cydectin® Products" means all Products that contain the active pharmaceutical ingredient generically known as moxidectin, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof; provided, however, that the term "Cydectin® Products" includes only those Products containing moxidectin that are sold under the Cydectin® trademark;

(H) "Dicural® Products" means all Products that contain the active pharmaceutical ingredient generically known as difloxacin, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(I) "Dopram® Products" means all Products that contain the active pharmaceutical ingredient generically known as doxapram hydrochloride, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(J) "Dry-Clox® Products" means all Products that contain the active pharmaceutical ingredient generically known as cloxacillin, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(K) "Duramune® Products" means:

(1) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the canine distemper virus (CDV);

(2) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the canine parvovirus (CPV);

(3) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the *Leptospira* bacterium, including without limitation, *Leptospira grippotyphosa*, *Leptospira icterohaemorrhagiae*, *Leptospira canicola* and *Leptospira pomona*; provided, however, that the term "Duramune® Products" does not include Products containing these Antigens that are uniquely formulated for use in swine and sold under the Suvaxyn® trademark;

(4) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the canine Adenovirus Type 2 (CAV-2) virus;

(5) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the canine adenovirus Type 1 (CAV-1) virus;

(6) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the parainfluenza virus;

(7) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the canine coronavirus (CCV); and

(8) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the bacteria that causes borreliosis, including without limitation, *Borrelia burgdorferi*, *Borrelia afzelii*, and *Borrelia gatinii*; provided, however, that the term "Duramune® Products" does not include the existing monovalent Product sold under the Lyme Vax® trademark;

(L) "Fel-O-Guard® Products" and/or "Fel-O-Vax® Products" means:

(1) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes panleukopenia;

(2) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the calicivirus virus;

(3) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes feline viral rhinotracheitis (FVR);

(4) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the *Chlamydia psittaci* bacterium;

(5) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes feline leukemia (FeLV); and

(6) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the feline immunodeficiency virus;

(M) "Hetacin® Products" means all Products that contain the active pharmaceutical ingredient generically known as hetacillin, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(N) "Kolibar® Product" means all Products that contain Antigens derived from, or to stimulate immunity to, one or more strains of each of the *Bordetella Bronchiseptica* bacterium, the *Escherichia Coli* bacterium and the *Pasteurella Multocida* bacterium, marketed and sold by Wyeth in Canada for use in swine prior to the Acquisition;

(O) "Kolivax® Product" means all Products that contain Antigens derived from, or to stimulate immunity to, solely one or more strains

of the *Escherichia Coli* bacterium, marketed and sold by Wyeth in Canada for use in swine prior to the Acquisition;

(P) "Leptovax® Products" means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the *Leptospira* bacterium, including without limitation, *Leptospira canicola*, *Leptospira grippotyphosa*, *Leptospira icterohaemorrhagiae*, and *Leptospira pomona*; provided, however, that the term "Leptovax® Products" does not include Products containing these Antigens that are uniquely formulated for use in swine and sold under the Suvaxyn® trademark;

(Q) "Mycopar® Products" means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the *Mycobacterium paratuberculosis* bacterium;

(R) "Oblets® Products" means all Products that contain the active pharmaceutical ingredient generically known as sulfamethazine, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(S) "Polyflex® Products" means all Products that contain the active pharmaceutical ingredient generically known as ampicillin, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(T) "Polyotic® Products" means all Products that contain the active pharmaceutical ingredient generically known as tetracycline, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(U) "Presponse® Products" means:

(1) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the *Pasteurella multocida* bacterium; provided, however, that the term "Presponse® Products" does not include Products containing these Antigens that are uniquely formulated for use in poultry; and

(2) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the *Mannheimia haemolytica* bacterium;

(V) "Prism® Products" (hybrid killed/modified live virus) means:

(1) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes infectious bovine rhinotracheitis (IBR);

(2) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes bovine viral diarrhea (BVD);

(3) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the bovine respiratory syncytial virus (BRSV); and

(4) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the parainfluenza-3 virus (PI3);

(W) "Pyramid® Products" (using modified live viruses) means:

(1) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes infectious bovine rhinotracheitis (IBR);

(2) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes bovine viral diarrhea (BVD);

(3) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the bovine respiratory syncytial virus (BRSV);

(4) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the parainfluenza-3 virus (PI3); and

(5) all Products containing any of the above-described Antigens (1-4) in combination with one or more Antigens derived from, or to stimulate immunity to, one or more strains of *Leptospira* and/or *Mannheimia haemolytica*;

(X) "Rabvac® Products" means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the rabies virus marketed and sold by Wyeth for use in animals prior to the Acquisition;

(Y) "Sowvac® Product" means all Products that contain Antigens derived from, or to stimulate immunity to, one or more strains of each of the porcine Parvovirus, the *Erysipelothrix Rhusiopathiae* bacterium, and the *Leptospira* bacterium (including, without limitation, *Leptospira*

bratislava, *Leptospira canicola*, *Leptospira grippotyphosa*, *Leptospira hardjo*, *Leptospira icterohaemorrhagiae* and *Leptospira pomona*), marketed and sold by Wyeth in Canada for use in swine prior to the Acquisition;

(Z) "Synanthic® Products" means all Products that contain the active pharmaceutical ingredient generically known as oxfendazole, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof;

(AA) "The Puppyshot® Products" shall have the same definition as the Duramune® Products;

(BB) "Triangle® Products" (using killed viruses) means:

(1) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes infectious bovine rhinotracheitis (IBR);

(2) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the virus that causes bovine viral diarrhea (BVD);

(3) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the bovine respiratory syncytial virus (BRSV); and

(4) all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the parainfluenza-3 virus (PI3);

(CC) "Trichguard® Products" means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the *Tritrichomonas foetus protozoan* and all Products containing the *Trichomonas foetus* Antigen in combination with one or more Antigens derived from, or to stimulate immunity to, one or more strains of *Leptospira* and/or *Campylobacter fetus*;

(DD) "Trivib® Products" means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of any of the following microorganisms:

(1) *Campylobacter fetus*;

(2) *Leptospira pomona*;

(3) *Leptospira hardjo*;

(4) *Leptospira grippotyphosa*;

(5) *Leptospira canicola*; and/or

(6) *Leptospira icterohaemorrhagiae*;

provided, however, that the term "Trivib® Products" does not include Products containing these Antigens that are uniquely formulated for use in swine and sold under the Suvaxyn® trademark;

(EE) "Vetalog® Products" means all Products sold under the trademark Vetalog® that contain the active pharmaceutical ingredient generically known as triamcinolone, together with any salts, esters, metabolites, derivatives, isomers, hydrates, solvates, ethers, quaternary amines, polymorphs and prodrugs thereof; and

(ii) all of the following Products marketed or sold by Pfizer prior to the Acquisition for use in animals, but excluding humans:

(A) "Rhinomune® Products" means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the equine herpes virus Type 1 (EHV-1); and

(B) "Rhinoflu® Products" means all Products that contain one or more Antigens derived from, or to stimulate immunity to, one or more strains of the equine herpes virus Type 1 (EHV-1);

(q) "**Antigen**" means any substance that when introduced to the body stimulates an immunological response. The term "Antigen" includes, without limitation, live or killed viruses, attenuated viruses, parts of viruses, toxins, bacteria, and foreign blood cells;

(r) "**Application(s)**" means:

(i) in respect of Canada, all of the following, as required by HC or the Canadian *Food and Drugs Act*, R.S.C. 1985, c. F-27, as amended, and all rules and regulations promulgated thereunder: "Investigational New Drug Submission" ("INDS"), "New Drug Submission" ("NDS"), "Abbreviated New Drug Submission" ("ANDS"), "Supplemental New Drug Submission" ("SNDS"), "Supplemental Abbreviated New Drug Submission" ("SANDS"), "Clinical Trial Application", "Clinical Trial Application Amendment", "DIN Application", or "Experimental Study Certificate" for a Product filed or to be filed with HC, and all supplements, amendments, and revisions thereto, any preparatory work, drafts and data necessary for the preparation thereof, and all correspondence between the Respondents and HC related thereto; and

(ii) in respect of the United States of America, all of the following, as defined in the United States Federal *Food, Drug and Cosmetic Act*, as amended:

"Investigational New Animal Drug Application" ("INADA"), "New Animal Drug Application" ("NADA"), "Abbreviated New Animal Drug Application" ("ANADA"), or "Conditional New Animal Drug Application" ("CNADA") for a Product filed or to be filed with the FDA or foreign Agency equivalent, and all supplements, amendments, and revisions thereto, any preparatory work, drafts and data necessary for the preparation thereof, and all correspondence between the Respondents and the FDA or other Agency related thereto. The term "Application" and all of the foregoing terms or abbreviations include the foreign equivalents of the above-referenced filings and activities with the foreign counterpart(s) of the FDA;

(s) "**BI Initial Sale Period**" means ten (10) days from the Effective Date, subject to extension in the sole discretion of the Commissioner;

(t) "**Biological Manufacturing and Testing Materials**" means:

(i) Reagents;

(ii) assays (including, without limitation, potency and microorganism protein assays);

(iii) Master Cells;

(iv) Master Seeds;

(v) hybridomas;

(vi) antibodies;

(vii) cell culture media and similar materials;

(viii) nutrient feed for cells and microorganisms;

(ix) challenge materials; and

(x) references;

to the extent any of the foregoing are being used, suitable for use, have been used, or are planned to be used, by the Respondents for the manufacture, use, Development, or commercialization of the Animal Health Product(s) and/or Animal Health Pipeline Products;

(u) "**Boehringer Ingelheim**" means Boehringer Ingelheim Vetmedica, Inc., a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its headquarters address at 2621 North Belt Highway, St. Joseph, Missouri,USA 64506-2002;

(v) "**Clinical Trial(s)**" means:

(i) with respect to the Animal Health Products and Animal Health Pipeline Products, a controlled study in animals, including the target species with respect to a particular Product, of the safety or efficacy of a Product, and includes, without limitation, such clinical trials as are designed to support expanded labeling or to satisfy the requirements of an Agency in connection with any Product Approval and any other animal study used in research and Development of Animal Health Products and/or Animal Health Pipeline Products; or

(ii) with respect to the HRT Product, a controlled study in humans of the safety or efficacy of the HRT Product, and includes, without limitation, any Phase I clinical trial, Phase II clinical trial, Phase III clinical trial, or Phase IV clinical trial, and includes, without limitation, such clinical trials as are designed to support expanded labeling or to satisfy the requirements of an Agency in connection with Product Approval of the HRT Product;

(w) "**Closing Date**" means, as to each Divestiture Product, the date on which the Respondent(s) (or a Divestiture Trustee) Divests the Animal Health Product Assets or the Equine Anthelmintic Product Assets, as applicable, related to the Divestiture Product to an Acquirer pursuant to this Agreement;

(x) "**Commissioner**" means the Commissioner of Competition appointed pursuant to section 7 of the Act or any Person designated by the Commissioner to act on her behalf;

(y) "**Component(s)**" means any active ingredient, Antigen, nucleic acids encoding an Antigen, adjuvant, and/or other component of a Product that is intended to affect the efficacy or safety of an active ingredient of such Product; provided however, that Respondents may retain the right, concurrently with the Acquirer's rights, to use adjuvants and excipients that are used in Divestiture Products and Retained Products;

(z) "**Confidential Information**" means all information owned by, or in the possession or control of, a Respondent that is not in the public domain and that is directly related to the research, Development, manufacture, marketing, commercialization, importation, exportation, cost, supply, sales, sales support, or use of the Divestiture Product(s) or the HRT Product, as applicable; provided, however, that the restrictions contained in this Agreement regarding the Respondents' use, conveyance, provision, or disclosure of "Confidential Information" shall not apply to the following:

(i) information that subsequently falls within the public domain through no violation of this Agreement or breach of confidentiality or non-disclosure agreement with respect to such information by the Respondent(s);

(ii) information related to the Divestiture Products that were researched, Developed, manufactured, marketed, or sold by Pfizer that Wyeth can demonstrate it obtained without the assistance of Pfizer prior to the Acquisition;

(iii) information related to the Divestiture Products that were researched, Developed, manufactured, marketed, or sold by Wyeth that Pfizer can demonstrate it obtained without the assistance of Wyeth prior to the Acquisition;

(iv) information that is required by Law to be publicly disclosed;

(v) information that does not directly relate to the Divestiture Products or the HRT Product, as applicable;

(vi) information relating to either Respondent's general business strategies or practices relating to research, Development, manufacture, marketing or sales of animal health Products that does not include particular reference to one or more Divestiture Products or the HRT Product, as applicable; or

(vii) information specifically excluded from the Animal Health Product Assets or the HRT Product Assets, as applicable;

(aa) "**Contract Manufacture**" means:

(i) the manufacture of a Divestiture Product, or ingredient or Component thereof, or

(ii) the provision of any part of the manufacturing process including, without limitation, the finish, fill, and/or packaging of a Divestiture Product,

to be supplied or provided by the Respondents to an Acquirer or to the Designee of an Acquirer;

(bb) "**Contract Manufacture Product**" means any Divestiture Product, or ingredient or Component thereof, for which any part of the manufacturing process is performed by the Respondent(s) prior to the Closing Date at a facility that is not subject to Divestiture pursuant to this Agreement;

(cc) "**Designee**" means any Person other than a Respondent that has been designated by an Acquirer to manufacture a Divestiture Product for that Acquirer;

(dd) "**Development**" means all preclinical and clinical drug and biological research and development activities, including test method development and stability testing, toxicology, formulation, process development, manufacturing scale-up, development-stage manufacturing, quality assurance/quality control development, statistical analysis and report writing, conducting Clinical Trials for the purpose of obtaining any and all approvals, licenses, registrations or authorizations from any Agency necessary for the manufacture, use, storage, import, export, transport, promotion, marketing, and sale of a Product (including any government price or reimbursement approvals), Product approval and registration, and regulatory affairs related to the foregoing. "**Develop**" means to engage in Development;

(ee) "**Direct Cost**" means a cost not to exceed the cost of labour, material, travel and other expenditures to the extent the costs are directly incurred to provide the relevant assistance or service. "Direct Cost" to the Acquirer for its use of any of the Respondents' employees' labour shall not exceed the average hourly wage rate for such employee; provided, however, in each instance where: (1) an agreement to Divest Animal Health Product Assets is specifically referenced and attached to this Agreement, and (2) such agreement becomes a Remedial Agreement for a Divestiture Product, "Direct Cost" means such cost as is provided in such Remedial Agreement for that Divestiture Product;

(ff) "**Divestiture**" means, the sale, transfer, assignment, licensing or other disposal of identified assets, such that the Respondents will have no direct or indirect interest in such assets except as permitted herein or upon the consent of the Commissioner; "**Divest**" means to implement the Divestiture;

(gg) "**Divestiture Product(s)**" means the following: the Animal Health Products, the Animal Health Pipeline Products and the Equine Anthelmintic Products, individually and collectively;

(hh) "**Divestiture Product Releasee(s)**" means the Acquirer for the assets related to a particular Divestiture Product or any Affiliate of the Acquirer, or any licensees, sublicensees, manufacturers, suppliers, distributors, and customers of such Acquirer, or such Affiliate of the Acquirer;

(ii) "**Divestiture Trustee**" means a Person appointed pursuant to Part IX of this Agreement and any employees, agents or other Persons acting for or on behalf of the Divestiture Trustee;

(jj) **"Divestiture Trustee Sale Period**" means the one (1) year period following the expiration of the applicable Initial Period, within which the Divestiture Trustee alone is empowered to sell the applicable Trustee Assets, or such longer period as the Commissioner, in her sole discretion, considers appropriate in the circumstances;

(kk) "**Domain Name**" means the domain name(s), universal resource locators ("URL"), and registration(s) thereof, issued by any Person or authority that issues and maintains the domain name registration. "Domain Name" shall not include any trademark or service mark rights to such domain names other than the rights to the Product Trademarks required to be divested;

(ll) "**Effective Date**" means the earliest of the following dates:

(i) the date the Respondents consummate the Acquisition;

(ii) the date the Acquisition becomes effective by filing the certificate of merger with the Secretary of State of the State of Delaware; or

(iii) the date on which Pfizer acquires, directly or indirectly, fifty (50) percent or more of the voting securities of Wyeth;

(mm) "**Equine Anthelmintic Product(s)**" means all Product(s) that are for use within equines and that contain the active pharmaceutical ingredient ivermectin and any dose form, presentation, or line extension thereof. "Equine Anthelmintic Product(s)" includes, without limitation, any combination of ivermectin with any other Product, and any Product marketed or sold, or to be marketed or sold under the Equimax® or Equell® Product Trademarks;

(nn) "**Equine Anthelmintic Product Agreement**" means the *Protocol and Amendment regarding The License and The Supply Agreements for Equimax® and Equell® Products of Virbac* between Pfizer and Virbac Corporation, dated as of July 24, 2009, and all amendments, exhibits, attachments, agreements, and schedules thereto;

(oo) "**Equine Anthelmintic Product Assets**" means all of the specified Respondent's rights, title and interest in and to all assets related to such Respondent's business within the Geographic Territory related to each of the respective Equine Anthelmintic Products to the extent legally transferable, including the distribution, marketing, and sale of each such Product, including, without limitation, the following assets related to each of the Equine Anthelmintic Products:

(i) all Product Copyrights;

(ii) all Product Trademarks;

(iii) all Product Tradedresses;

(iv) all Product Marketing Materials;

(v) all Websites;

(vi) at Virbac's option, all Product Assumed Contracts (copies to be provided to Virbac on or before the Effective Date);

(vii) all rights to obtain and file for patents, trademarks, and copyrights and registrations thereof;

(viii) a list of all customers and/or targeted customers for the Equine Anthelmintic Products and the net sales (in either units or dollars) of such Products to such customers on either an annual, quarterly, or monthly basis including, but not limited to, a separate list specifying the above-described information for the High Volume Accounts and including the name of the customer's employee(s) for each High Volume Account that is or has been responsible for the purchase of such Equine Anthelmintic Products on behalf of the High Volume Account and his or her business contact information;

(ix) at Virbac's option, all inventory in existence as of the Closing Date including, but not limited to, raw materials, packaging materials, work-in-process and finished goods related to the Equine Anthelmintic Products;

(x) copies of all unfilled customer purchase orders for the Equine Anthelmintic Products as of the Closing Date, to be provided to Virbac not later than five (5) days after the Closing Date;

(xi) at Virbac's option, subject to any rights of the customer, all unfilled customer purchase orders for the Equine Anthelmintic Products; and

(xii) all of the relevant Respondent's books, records, and files directly related to the foregoing or to the Equine Anthelmintic Products;

provided, however, that "Equine Anthelmintic Product Assets" shall not include: (1) documents relating to either Respondent's general business strategies or practices relating to marketing or sales of Products, where such documents do not discuss with particularity the Equine Anthelmintic Products; and (2) shall not include administrative, financial, and accounting records;

provided further, however, that in cases in which documents or other materials included in the relevant assets to be divested contain information: (1) that relates both to the Equine Anthelmintic Products and to other Products or businesses of the Respondent(s) and cannot be segregated in a manner that preserves the usefulness of the information as it relates to the Equine Anthelmintic Products; or (2) for which the Respondent(s) has a legal obligation to retain the original copies, the Respondent(s) shall be required to provide only copies or relevant excerpts of the documents and materials containing this information. In instances where such copies are provided to Virbac, the Respondent(s) shall provide Virbac access to original documents under circumstances where copies of documents are insufficient for evidentiary or regulatory purposes;

(pp) "**Equine Anthelmintic Core Employees**" means the Product Marketing Employees related to the Equine Anthelmintic Products;

(qq) "**Equine Anthelmintic New Joint Development Partner**" means any Person designated by Virbac as its partner to provide any aspect of the research, Development, manufacture, use, import, export, distribution, marketing, or sale related to the Equine Anthelmintic Products;

(rr) "**Field**" means the prevention, treatment, diagnosis, or control of a particular disease within a particular family, genus, and/or species of non-human animals;

(ss) "**Geographic Territory**" shall mean each of: (i) Canada; and (ii) the United States of America;

(tt) "**Government Entity**" means any Canadian Federal, provincial or municipal government, or any U.S. Federal, state, local or non-U.S. government, or any court, legislature, government agency, or government commission, or any judicial or regulatory authority of any government;

(uu) "**High Volume Account(s)**" means any retailer, wholesaler or distributor whose annual and/or projected annual aggregate purchase amounts (on a company-wide level), in units or in dollars, of a Divestiture Product in the Geographic Territory from the Respondent was, or is projected to be among the top twenty (20) highest of such purchase amounts by the Respondent's customers in the Geographic Territory on any of the following dates: (1) the end of the last quarter that immediately preceded the date of the public announcement of the proposed Acquisition; (2) the end of the last quarter that immediately preceded the Effective Date; (3) the end of the last quarter that immediately preceded the Closing Date for the relevant assets; or (4) the end of the last quarter following the Acquisition and/or the Closing Date.

(vv) "**HRT Product**" means the human pharmaceutical Product manufactured in the form of an intravaginal ring containing the active ingredient estradiol, and marketed or sold in Canada under the Estring® trademark with DIN 02168898;

(ww) "**HRT Product Assets**" means, to the extent in Pfizer's possession and requested by an Acquirer:

(i) all of Pfizer's rights to all of the following applications, as may be required in respect of the HRT Product by HC or the Canadian *Food and Drugs Act*, R.S.C. 1985, c. F-27, as amended, and all rules and regulations promulgated thereunder: "Investigational New Drug Submission" ("INDS"), "New Drug Submission" ("NDS"), "Abbreviated New Drug Submission" ("ANDS"), "Supplemental New Drug Submission" ("SNDS"), "Supplemental Abbreviated New Drug Submission" ("SANDS"), "Clinical Trial Application", "Clinical Trial Application Amendment", "DIN Application", or "Experimental Study Certificate" for a Product filed or to be filed with HC, and all supplements, amendments, and revisions thereto, any preparatory work, drafts and data necessary for the preparation thereof, and all correspondence between Pfizer and HC related thereto;

(ii) all submissions to HC referred to as drug master files in support of the applications in (i) above, including, but not limited to, the pharmacology and toxicology data contained in all such application(s);

(iii) all Patents related to the HRT Product in respect of Canada as of the Effective Date;

(iv) rights to all original works of authorship of any kind directly related to the HRT Product and any registrations and applications for registrations thereof within Canada, including, but not limited to, the following: all such rights with respect to all promotional materials for healthcare providers and educational materials for the sales force; copyrights in all preclinical, clinical and process development data and reports relating to the research and Development of the HRT Product or of any materials used in the research, Development, manufacture, marketing or sale of the Divestiture Product(s), including all copyrights in raw data relating to Clinical Trials of the HRT

Product(s), all case report forms relating thereto and all statistical programs developed (or modified in a manner material to the use or function thereof (other than through user references)) to analyze clinical data, all market research data, market intelligence reports and statistical programs (if any) used for marketing and sales research; all copyrights in customer information, promotional and marketing materials, the HRT Product sales forecasting models, medical education materials, sales training materials, and advertising and display materials; all copyrights in records, including customer lists, sales force call activity reports, vendor lists, sales data, reimbursement data, speaker lists; all copyrights in data contained in laboratory notebooks relating to the HRT Product or relating to its biology; all copyrights in adverse experience reports and files related thereto (including source documentation) and all copyrights in periodic adverse experience reports and all data contained in electronic databases relating to adverse experience reports and periodic adverse experience reports; all correspondence with HC;

(v) all proprietary names or designations, trademarks, service marks, trade names, and brand names, including registrations and applications for registration therefor (and all renewals, modifications, and extensions thereof) and all common law rights, and the goodwill symbolized thereby and associated therewith, for the HRT Product in Canada, including the Estring® trademark in Canada;

(vi) the current trade dress of the HRT Product, including but not limited to, Product packaging, and the lettering of the Product trade name or brand name;

(vii) trade secrets, know-how, techniques, data, inventions, practices, methods, and other confidential or proprietary technical, business, research, Development and other information;

(viii) rights to obtain and file for patents, trademarks, and copyrights and registrations thereof in Canada;

(ix) any new, improved or modified composition (e.g., without limitation, structural modifications to the active pharmaceutical ingredients, and/or different salt forms, hydrates or polymorphs of such active pharmaceutical ingredients), combination, formulation or line extension of, or derived from, the HRT Product (including, without limitation, the addition, subtraction, substitution and/or modification of one or more Components in the HRT Product);

(x) all approvals, registrations, permits, licenses, consents, authorizations, and other approvals, and pending applications and requests therefor, required by HC related to the research, Development, distribution, marketing, sale, storage or transport of the HRT Product within Canada;

(xi) all marketing materials used specifically in the marketing or sale of the HRT Product in Canada as of the Effective Date, including, without limitation, all advertising materials, training materials, product data, mailing lists, sales materials (e.g., detailing reports, vendor lists, sales data), marketing information (e.g., competitor information, research data, market intelligence reports, statistical programs (if any) used for marketing and sales research), customer information (including customer net purchase information to be provided on the basis of either dollars and/or units for each month, quarter or year), sales forecasting models, educational materials, advertising and display materials, speaker lists, promotional and marketing materials, Website content and advertising and display materials, artwork for the production of packaging components, television masters and other similar materials related to the HRT Product;

(xii) all submissions, correspondence, authorizations and other approvals, pending applications and requests therefor granted by the Pharmaceutical Advertising Advisory Board (PAAB) for marketing material used to market the HRT Product within Canada;

(xiii) all submissions, correspondence, authorizations and other approvals, pending applications and requests therefor, to or from the Patented Medicines Prices Review Board (PMPRB), and public or private formularies related to the sale of the HRT Product within Canada;

(xiv) a list of all of the Product Code Numbers, and rights, to the extent permitted by Law:

(A) to require the Respondent(s) to discontinue the use of those Product Code Numbers in the sale or marketing of Products in Canada other than with respect to returns, rebates, allowances, and adjustments for HRT Product sold prior to the Effective Date;

(B) to prohibit the Respondent(s) from seeking from any customer any type of cross-referencing of those Product Code Numbers with any Retained Product(s);

(C) to seek to change any cross-referencing by a customer of those Product Code Numbers with the Retained Product(s) (including the right to receive notification from the Respondent(s) of any such cross-referencing that is discovered by the Respondent(s));

(D) to seek cross-referencing from a customer of those Product Code Numbers with the Acquirer's Product Code Numbers;

(E) to approve the timing of the Respondents' discontinued use of those Product Code Numbers in the sale or marketing of Products other than with respect to returns, rebates, allowances, and adjustments for any HRT Product sold prior to the Effective Date; and

(F) to approve any notification(s) from the Respondent(s) to any customer(s) regarding the use or discontinued use of such Product Code Numbers by the Respondent(s) prior to such notification(s) being disseminated to the customer(s); and

(xv) all of Pfizer's books, records, and files directly related to the HRT Product;

provided, however, that "HRT Product Assets" shall not include: (1) documents relating to Pfizer's general business strategies or practices relating to marketing or sales of Products, where such documents do not discuss with particularity the HRT Product; or (2) administrative, financial, and accounting records;

provided further, however, that in cases in which documents or other materials included in the relevant assets to be Divested contain information: (1) that relates both to the HRT Product and to other Products or businesses of the Respondent(s) and cannot be segregated in a manner that preserves the usefulness of the information as it relates to the HRT Product; or (2) for which Pfizer has a legal obligation to retain the original copies, Pfizer shall be required to provide only copies or relevant excerpts of the documents and materials containing this information. In instances where such copies are provided to the Acquirer, Pfizer shall provide such Acquirer access to original documents under circumstances where copies of documents are insufficient for evidentiary or regulatory purposes;

(xx) "**InfoVax® Patents**" means Canadian Patent No. 2,237,570 and U.S. Patent No. 5,704,648 and any and all patent rights claiming priority thereto;

(yy) "**Initial Period**" means the "BI Initial Sale Period", "Alternate Acquirer Initial Sale Period", "Virbac Initial Period", "Paladin Initial Period", or "Alternate HRT Period", as applicable;

(zz) "**Law**" means all laws, statutes, rules, regulations, ordinances, and other pronouncements by any Government Entity having the effect of law;

(aaa) "**Master Cell(s)**" means the master cell, working cell, and production cell existing as of the Closing Date required or used in the production of the specified Product(s);

(bbb) "**Master Files**" means submissions made to HC or the FDA in order to provide confidential, detailed information about facilities, processes, or articles used in the manufacturing, processing, packaging, and storing of one or more veterinary drugs, and includes master files maintained by HC, the FDA Center for Drug Evaluation and Research (generally referred to as drug master files) and those maintained by the FDA Center for Veterinary Medicine (generally referred to as veterinary master files in support of an Application);

(ccc) "**Master Seed(s)**" means the master seed, working seed and production seed existing as of the Closing Date required or used in the production of the specified Product(s);

(ddd) "**Monitor**" means a Person appointed pursuant to Part IV of this Agreement and any employees, agents or other Persons acting for or on behalf of the Monitor;

(eee) "**Order Date**" means the date on which the U.S. Federal Trade Commission's Decision and Order in respect of the Acquisition becomes final;

(fff) "**Ownership Interest**" means any and all rights, present or contingent, to hold any voting or nonvoting stock, share capital, equity or other interests, or beneficial ownership in a Person;

(ggg) "**Paladin Initial Period**" means ten (10) days from the Effective Date, subject to extension in the sole discretion of the Commissioner;

(hhh) "**Paladin Labs**" means Paladin Labs Inc., its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and Affiliates, in each case controlled by Paladin Labs, and the respective directors, officers, employees, agents, representatives, predecessors, successors, and assigns of each;

(iii) "**Patent(s)**" means, as applicable, all patents, patent applications, including provisional patent applications, invention disclosures, certificates of invention and applications for certificates of invention and statutory invention registrations, in each case existing as of the Closing Date (except where this Agreement specifies a different time), and includes all reissues, additions, divisions, continuations, continuations-in-part, supplementary protection certificates, extensions and reexaminations thereof, all inventions disclosed therein, and all rights therein provided by international treaties and conventions, related to any Product of or owned or licensed by the Respondent(s) as of the Closing Date (except where this Agreement specifies a different time);

(jjj) "**Person**" means any individual, partnership, joint venture, firm, corporation, association, trust, unincorporated organization, or other business or Government Entity, and any subsidiaries, divisions, groups or affiliates thereof;

(kkk) "**Pfizer**" means Pfizer Inc., its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and Affiliates, in each case controlled by Pfizer (including, but not limited to, Wagner Acquisition Corp.), and the respective directors, officers, employees, agents, representatives, predecessors, successors, and assigns of each. After the Acquisition, Pfizer shall include Wyeth;

(lll) "**Process and Analytical Documents**" means the following documents, whether in paper, electronic or other format, related to the processes and Product Manufacturing Technology used by the Respondents to manufacture Animal Health Products and/or Animal Health Pipeline Products and the applicable analytical methods used by the Respondents:

(i) Master Cell and Master Seed bank documentation, which includes, but is not limited to, the following:

(A) Master Cell Line and Master Seed Generation Technical Report (including: description of the host cell history, cell line generation procedures, vector construction, and selection/cloning, if any, and stability data, and transmissible spongiform encephalopathy ("TSE") certificates on ingredients);

(B) Preliminary Master Cell and Master Seed Bank Preparation Technical Report (including: description of banking procedures including storage conditions, vial thaw results, and in-house and contract lab test reports (sterility, mycoplasma, and any other contaminants));

(C) Master Cell and Master Seed Stability Technical Report (including: description of methodology, evaluation of cell growth and Master Seed titers (at increasing cell age), and any results of genetic mutation studies);

(D) Master Cell and Master Seed Banking Process Description (including: list of raw materials and suppliers, list of consumables, list of equipment, media and solution recipes, culture working volumes and conditions, criteria for transfer, seed ratios and process set points);

(E) Master Cell and Master Seed Bank Specification (including: quality assurance approved Master Cell and Master Seed bank specification);

(F) Master Cell and Master Seed Bank Raw Materials Documentation (including: list of raw materials, source and lot numbers used for Master Cell and Master Seed banking and verification of origin);

(G) Master Cell and Master Seed Bank Batch Record (including: executed and released batch records for Master Cell and Master Seed bank preparation and methodology and certificate of analysis); and

(H) Master Cell and Master Seed Bank Test Reports (including: copy of test reports for safety and quality assurance testing of Master Cell and Master Seed bank by in-house and contract lab);

(ii) Drug and Biological Substance Process Information Documentation, which includes the following:

(A) Cell Culture Process Description for Specified Engineering Run (including: list of raw materials and suppliers, list of consumables, list of equipment, media and solution recipes, culture working volumes, criteria for transfer, seed ratios, process set points, sampling requirements, criteria for feeding, and feed schedule);

(B) Harvest Process Description for Specified Engineering Run (including: list of raw materials and suppliers, list of consumables, list of equipment, solution recipes, process set points, sampling requirements, and criteria for initiating harvest);

(C) Purification Process Description for Specified Engineering Run (including: list of raw materials and suppliers, list of consumables, list of equipment, solution recipes, process set points, analytic and quality assurance data obtained at the beginning, during and ending of the Run, and sampling requirements);

(D) Drug Substance Formulation Process Description for Specified Engineering Run (including: list of raw materials and suppliers, list of consumables, list of equipment, solution recipes, process set points, and sampling requirements);

(E) Cell Culture Process Development Reports (i.e., summary of experiments performed during development of the cell culturing process);

(F) Harvest Process Development Reports (i.e., summary of experiments performed during development of the harvesting process);

(G) Purification Process Development Reports (i.e., summary of experiments performed during development of the purification process);

(H) Formulation Process Development Reports (i.e., summary of experiments performed during development of the formulation process);

(I) Viral Clearance Study In-House and Contract Lab Reports (i.e., summary of viral clearance/inactivation study results and conclusions (i.e., total logs clearance));

(J) Drug and Biological Substance Specification (i.e., the quality assurance approved drug substance specification and biological quality standards for all Components);

(K) Drug and Biological Substance Process Raw Materials Documentation (including: list of raw materials used for drug and biological substance manufacturing and verification of origin, including specifications and risk assessment);

(L) Batch Records for Agency Manufacturing Standards - Purification (i.e., executed and released batch records, including in-process controls and testing results);

(M) Batch Records for Agency Manufacturing Standards - Formulation (i.e., executed and released batch records, including in-process controls and testing results);

(N) Drug Substance Stability Reports (including: summary of drug substance stability); and

(O) Test Results for Agency Manufacturing Standards (including: antibody concentration, endotoxin, sterility, mycoplasma, in vitro viral, and bioburden);

(iii) Process for Technical Transfer Documentation, including: technical transfer plan detailing responsibilities, deliverables and targeted time line; transfer protocols, detailing responsibilities, procedures, sampling plan and criteria for transfer success for each of the following: cell culture process, harvest process, purification process, formulation process; transfer reports summarizing the results of the following transfers: cell culture process, harvest process, purification process, formulation process; and

(iv) Analytical Methods for Technical Transfer, including: potency, identity and safety assay development report detailing the development and qualification of the assay; potency and safety assay transfer protocol, detailing responsibilities, procedures, and criteria for transfer success; and potency assay transfer report summarizing the results of the transfer;

(mmm) "**Product(s)**" means any pharmaceutical, biological, or genetic composition containing any formulation or dosage of a compound referenced as its pharmaceutically, biologically, or genetically active ingredient;

(nnn) "**Product Approval(s)**" means any approvals, registrations, permits, licenses, consents, authorizations, and other approvals, and pending applications and requests therefor, required by applicable Agencies related to the research, Development, manufacture, distribution, finishing, packaging, marketing, sale, storage or transport of the Product within the Geographic Territory, and includes, without limitation, all approvals, registrations, licenses or authorizations granted in connection with any Application or Veterinary Biological Product Authorization;

(ooo) "**Product Assumed Contracts**" means all of the following contracts or agreements (copies of each such contract to be provided to the Acquirer on or before the Closing Date and segregated in a manner that clearly identifies the purpose(s) of each such contract):

(i) that make specific reference to the Divestiture Product(s) and pursuant to which any Third Party is obligated to purchase, or has the option to purchase without further negotiation of terms, the Divestiture Product(s) from the Respondent(s) unless such contract applies generally to the Respondent's sales of Products to that Third Party;

(ii) pursuant to which the Respondent(s) purchases or had planned to purchase the active pharmaceutical ingredient(s), Biological Manufacturing and Testing Materials, Components, or other necessary ingredient(s) from any Third Party for use in connection with the manufacture of the Divestiture Product(s);

(iii) relating to any Clinical Trials involving the Divestiture Product(s);

(iv) with universities or other research institutions for the use of the Divestiture Product(s) in scientific research;

(v) relating to the particularized marketing of the Divestiture Product(s) or educational matters relating solely to the Divestiture Product(s);

(vi) pursuant to which a Third Party manufactures or packages the Divestiture Product(s) on behalf of the Respondent(s);

(vii) pursuant to which a Third Party provides the Product Manufacturing Technology related to the Divestiture Product(s) to the Respondent(s);

(viii) pursuant to which a Third Party is licensed by the Respondent(s) to use the Product Manufacturing Technology;

(ix) constituting confidentiality agreements involving the Divestiture Product(s);

(x) involving any royalty, licensing, covenant not to sue or similar arrangement involving the Divestiture Product(s);

(xi) pursuant to which a Third Party provides any specialized services necessary to the research, Development, manufacture or distribution of the Divestiture Products to the Respondent(s) including, but not limited to, consultation arrangements; and/or

(xii) pursuant to which any Third Party collaborates with the Respondent(s) in the performance of research, Development, marketing, distribution or selling of the Divestiture Product(s) or the Divestiture Product(s) business;

provided, however, that where any such contract or agreement also relates to a Retained Product(s), the Respondent(s) shall provide to the Acquirer all such rights under the contract or agreement as are related to the Divestiture Product(s), but concurrently may retain similar rights for the purposes of the Retained Product(s);

(ppp) "**Product Code Numbers**" means:

(i) for Products regulated by HC, the Drug Identification Number ("DIN"), and any other labeler code assigned by HC or assigned by the Application holder as a product code for a specific Product;

(ii) for Products regulated by the FDA, the National Drug Code ("NDC") numbers, including both the labeler code assigned by the FDA and the additional numbers assigned by an Application holder as a product code for a specific Product;

(iii) for Products regulated by the CFIA, any product file number assigned by the CFIA and any additional number assigned by the holder of the Product Approvals related to the Product that appear on the packaging or labeling of a specific Product; and/or

(iv) for Products regulated by any Agency other than HC, the FDA or CFIA, such labeler code assigned by that Agency and any additional number assigned by the holder of the Product Approvals related to the Product that appear on the packaging or labeling of a specific Product;

(qqq) "**Product Copyrights**" means rights to all original works of authorship of any kind directly related to the Divestiture Product(s) and any registrations and applications for registrations thereof within the Geographic Territory, including, but not limited to, the following: all such rights with respect to all promotional materials for healthcare providers, all promotional materials for animal owners and/or breeders, and educational materials for the sales force; copyrights in all preclinical, clinical and process development data and reports relating to the research and Development of the Divestiture Product(s) or of any materials used in the research, Development, manufacture, marketing or sale of the Divestiture Product(s), including all copyrights in raw data relating to Clinical Trials of the Divestiture Product(s), all case report forms relating thereto and all statistical programs developed (or modified in a manner material to the use or function thereof (other than through user references)) to analyze clinical data, all market research data, market intelligence reports and statistical programs (if any) used for marketing and sales research; all copyrights in customer information, promotional and marketing materials, the Divestiture Product(s) sales forecasting models, medical education materials, sales training materials, and advertising and display materials; all records relating to employees who accept employment with the Acquirer (excluding any personnel records the transfer of which is prohibited by applicable Law); all copyrights in records, including customer lists, sales force call activity reports, vendor lists, sales data, reimbursement data, speaker lists, manufacturing records, manufacturing processes, and supplier lists; all copyrights in data contained in laboratory notebooks relating to the Divestiture Product(s) or relating to its biology; all copyrights in adverse experience reports and files related thereto (including source documentation) and all copyrights in periodic adverse experience reports and all data contained in electronic databases relating to adverse experience reports and periodic adverse experience reports; all copyrights in analytical and quality control data; all correspondence with HC; all correspondence with the CFIA; all correspondence with the FDA; and all correspondence with the USDA;

(rrr) "**Product Development Reports**" means:

(i) Pharmacokinetic study reports related to the specified Divestiture Product(s);

(ii) Bioavailability study reports (including reference listed drug information) related to the specified Divestiture Product(s);

(iii) Bioequivalence study reports (including reference listed drug information) related to the specified Divestiture Product(s);

(iv) all correspondence to the Respondent(s) from the CFIA, HC, FDA or USDA, as applicable to the specified Product, and from the Respondent(s) to the CFIA, HC, FDA or USDA, as applicable to the specified Product, relating to the Application(s) or Veterinary Biological Product Authorization(s) submitted by, on behalf of, or acquired by, the Respondent(s) related to the specified Divestiture Product;

(v) annual and periodic reports related to the above-described Application(s) or Veterinary Biological Product Authorization(s), including any safety update reports;

(vi) CFIA, HC, FDA or USDA, as applicable to the specified Product, approved Product labeling related to the specified Divestiture Product(s);

(vii) currently used product package inserts (including historical change of controls summaries) related to the specified Divestiture Product(s);

(viii) CFIA, HC, FDA or USDA, as applicable to the specified Product, approved circulars for animal owners and/or breeders and information related to the specified Divestiture Product(s);

(ix) adverse event/serious adverse event summaries related to the specified Divestiture Product(s);

(x) summary of Product complaints from physicians or veterinarians related to the specified Divestiture Product(s);

(xi) summary of Product complaints from customers related to the specified Divestiture Product(s); and

(xii) Product recall reports including those filed with the CFIA, HC, FDA or USDA, as applicable to the specified Product, related to the specified Divestiture Product(s), and reports relating to active or impending "stop sale" orders of the CFIA, as applicable to the specified Product, related to the specified Divestiture Product(s);

(sss) "**Product Employee Information**" means the following, as and to the extent permitted by Law:

(i) a complete and accurate list containing the name of each Animal Health Product Core Employee (including former employees who were employed by Respondent(s) within ninety (90) days of the execution date of any Remedial Agreement);

(ii) with respect to each such employee, the following information:

(A) the date of hire and effective service date;

(B) job title or position held;

(C) a specific description of the employee's responsibilities related to the relevant Divestiture Product; provided, however, in lieu of this description, the Respondent(s) may provide the employee's most recent performance appraisal if such appraisal discloses whether the employee has worked on the Divestiture Product;

(D) the base salary or current wages;

(E) the most recent bonus paid, aggregate annual compensation for the relevant Respondent's last fiscal year and current target or guaranteed bonus, if any;

(F) employment status (i.e., active or on leave or disability; full-time or part-time); and

(G) any other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and

(iii) at the Acquirer's option or the Proposed Acquirer's option (as applicable), copies of all employee benefit plans and summary plan descriptions (if any) applicable to the relevant employees;

(ttt) "**Product Intellectual Property**" means all of the following related to a Divestiture Product (other than Product Licensed Intellectual Property):

(i) Patents;

(ii) Product Copyrights;

(iii) Product Trademarks, Product Trade Dress, trade secrets, know-how, techniques, data, inventions, practices, methods, and other confidential or proprietary technical, business, research, Development and other information; and

(iv) rights to obtain and file for patents, trademarks, and copyrights and registrations thereof and to bring suit against a Third Party for the past,

present or future infringement, misappropriation, dilution, misuse or other violations of any of the foregoing;

provided, however, "Product Intellectual Property" does not include the corporate names or corporate trade dress of "Pfizer" or "Wyeth" or the corporate names or corporate trade dress of any Affiliates of the Respondents or the related logos thereof;

(uuu) "**Product Improvements**" means all of the following as are in existence as of the Closing Date:

(i) for biological preparations, any new, improved or modified composition, formulation or line extension of, or derived from, an Animal Health Product and/or Animal Health Pipeline Product (including, without limitation, the addition, subtraction, substitution and/or modification of one or more Components in an Animal Health Product and/or Animal Health Pipeline Product), including, without limitation, the following:

(A) the combination of one or more such Components with other Components;

(B) the substitution of a Component in an Animal Health Product and/or Animal Health Pipeline Product with a different Component (e.g., without limitation, substitution with an Antigen from the same or a different virus, bacterin, substitution of one strain of virus/bacterium for another, substitution of an Antigen with a nucleic acid encoding an Antigen, substitution of an Antigen by a recombinant Antigen with a nucleic acid encoding an Antigen, and/or substitution of an Antigen by a recombinant Antigen in a viral vector such as baculo-virus vector); and/or

(C) modification of a Component in an Animal Health Product and/or Animal Health Pipeline Product (e.g., without limitation, modifying the Antigen/virus used in a Product by mutation, chimerization, etc.); and

(ii) for pharmaceutical preparations, any new, improved or modified composition (e.g., without limitation, structural modifications to the active pharmaceutical ingredients, and/or different salt forms, hydrates or polymorphs of such active pharmaceutical ingredients), combination, formulation or line extension of, or derived from, an Animal Health Product and/or Animal Health Pipeline Product (including, without limitation, the addition, subtraction, substitution and/or modification of one or more Components in an Animal Health Product and/or Animal Health Pipeline Product);

(vvv) "**Product Licensed Intellectual Property**" means the following:

(i) Patents that are related to a Divestiture Product that the Respondent(s) can demonstrate have been routinely used, prior to the Effective Date, for a Retained Product(s) that has been marketed or sold on an extensive basis by a Respondent within the two (2) year period immediately preceding the Acquisition; and

(ii) trade secrets, know-how, techniques, data, inventions, practices, methods, and other confidential or proprietary technical, business, research, Development, and other information, and all rights in the Geographic Territory to limit the use or disclosure thereof, that are related to a Divestiture Product and that the Respondent(s) can demonstrate have been routinely used, prior to the Effective Date, for a Retained Product(s) that has been marketed or sold on an extensive basis by a Respondent within the two (2) year period immediately preceding the Acquisition;

provided, however, that, in cases where the aggregate retail sales of a Retained Product(s) in dollars within the two (2) year period immediately preceding the Acquisition collectively are less than the aggregate retail sales in dollars within the same period of the Divestiture Product(s) collectively being divested to a particular Acquirer, the above-described intellectual property shall be considered, at such Acquirer's option, to be Product Intellectual Property and, thereby, subject to assignment to such Acquirer;

provided further, however, that in such cases, the Respondents may take a license back from such Acquirer for such intellectual property for use in connection with the Retained Products and such a license to the Respondents may be a perpetual, fully paid-up and royalty-free license(s) with rights to sublicense;

(www) "**Product Manufacturing Employees**" means all salaried employees of the Respondents who have directly participated in the planning, design, implementation or operational management of the Product Manufacturing Technology of the specified Divestiture Product(s) (irrespective of the portion of working time involved unless such participation consisted solely of oversight of legal, accounting, tax or financial compliance) within the eighteen (18) month period immediately prior to the Closing Date;

(xxx) "**Product Manufacturing Technology**" means:

(i) all technology, trade secrets, know-how, and proprietary information (whether patented, patentable or otherwise) related to the manufacture of the Divestiture Product(s), including, but not limited to, the following: all techniques and specifications, cell culture processes (including all cell culture processes developed or being developed for use in such manufacture, and results of all experiments used to evaluate such processes), preparation (including vial thaw and inoculum preparation), synthesis, culture (including fed-batch bioreactor culture), recovery and purification (including chromatography and filtration steps), formulation (including concentration,

buffer exchange, and excipient addition) and quality control processes, techniques and specifications, analytical methods for process controls and drug substance release, all product specifications, processes, product designs, plans, trade secrets, ideas, concepts, manufacturing, engineering, and other manuals and drawings, standard operating procedures, flow diagrams, chemical, safety, quality assurance, quality control, research records, clinical data, compositions, annual product reviews, regulatory communications, control history, current and historical information associated with HC or FDA Application(s) conformance or Veterinary Biologic Product Authorization(s), as applicable, and Agency Manufacturing Standards compliance, and labeling and all other information related to the manufacturing process, and supplier lists;

(ii) all Biological Manufacturing and Testing Materials related to the Divestiture Products;

(iii) all active pharmaceutical ingredients related to the Divestiture Product(s);

(iv) all Process and Analytical Documents; and

(v) for those instances in which the manufacturing equipment is not readily available from a Third Party, at the Acquirer's option, all such equipment used to manufacture the Divestiture Product(s);

(yyy) "**Product Marketing Employees**" means all management level employees of Respondent(s) who have directly participated in the marketing, contracting, or promotion of the specified Divestiture Product(s) in the Geographic Territory within the eighteen (18) month period immediately prior to the Closing Date These employees include, without limitation, all management level employees having any responsibilities in the areas of sales management, brand management, sales training, market research, veterinary market and other specialty markets, but excluding administrative assistants;

(zzz) "**Product Marketing Materials**" means all marketing or promotional materials used specifically in the marketing or sale of a Divestiture Product(s) in the Geographic Territory as of the Closing Date, including, without limitation, all advertising materials, training materials, product data, mailing lists, sales materials (e.g., detailing reports, vendor lists, sales data), marketing information (e.g., competitor information, research data, market intelligence reports, statistical programs (if any) used for marketing and sales research), customer information (including customer net purchase information to be provided on the basis of either dollars and/or units for each month, quarter or year), sales forecasting models, educational materials, advertising and display materials, speaker lists, promotional and marketing materials, Website content and advertising and display materials, artwork for the production of packaging components, Product labels, and packaging, television masters and other similar materials related to the Divestiture Product(s);

(aaaa) "**Product Research and Development Employees**" means all salaried employees of the Respondents who directly have participated in the research, Development, or regulatory approval process, or clinical studies of the specified Divestiture Product(s) (irrespective of the portion of working time involved, unless such participation consisted solely of oversight of legal, accounting, tax or financial compliance) within the eighteen (18) month period immediately prior to the Closing Date;

(bbbb) "**Product Sales Employees**" means all employees of Respondent(s) who directly have participated (irrespective of the portion of working time involved) in the detailing, marketing or promotion of the Divestiture Product(s) in the Geographic Territory directly to veterinarians, animal breeders, and/or professional distributors, within the twelve (12) month period immediately prior to the Closing Date. This includes employees trained to perform such detailing for the Divestiture Product(s) within the twelve (12) month period immediately prior to the Closing Date;

(cccc) "**Product Trade Dress**" means the current trade dress of the Divestiture Product, including but not limited to, Product packaging, and the lettering of the Product trade name or brand name;

(dddd) "**Product Trademark(s)**" means all proprietary names or designations, trademarks, service marks, trade names, and brand names, including registrations and applications for registration therefor (and all renewals, modifications, and extensions thereof) and all common law rights, and the goodwill symbolized thereby and associated therewith, for the Divestiture Product(s). The term "Product Trademarks" includes, without limitation, all trademarks specifically identified in the definition of Animal Health Products, and any variations of such trademarks;

(eeee) "**Proposed Acquirer**" means a Person proposed by the Respondents (or a Divestiture Trustee) to the Commissioner and submitted for the approval of the Commissioner as the acquirer for particular assets required to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed by the Respondents pursuant to this Agreement;

(ffff) "**Reagent(s)**" means the reagents, microorganisms antibodies, sera, proteins, clinical and tissue samples and raw materials used to perform the applicable potency, immunogenicity and/or antigen compatibility test with respect to the Products, including without limitation, the reference vaccine for any vaccine Product;

(gggg) "**Registration Date**" means the date on which this Agreement is registered with the Tribunal;

(hhhh) "**Remedial Agreement(s)**" means the following:

(i) any agreement between the Respondent(s) and an Acquirer that is specifically referenced and attached to this Agreement, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets or rights to be assigned, granted, licensed, divested,

transferred, delivered, or otherwise conveyed, and that has been approved by the Commissioner;

(ii) any agreement between the Respondent(s) and a Third Party to effect the assignment of assets or rights of the Respondent(s) related to a Divestiture Product to the benefit of an Acquirer that is specifically referenced and attached to this Agreement, including all amendments, exhibits, attachments, agreements, and schedules thereto, that has been approved by the Commissioner;

(iii) any agreement between the Respondent(s) and an Acquirer (or between a Divestiture Trustee and an Acquirer) that has been approved by the Commissioner to accomplish the requirements of this Agreement, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets or rights to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, and that has been approved by the Commissioner; and/or

(iv) any agreement between the Respondent(s) and a Third Party to effect the assignment of assets or rights of the Respondent(s) related to a Divestiture Product to the benefit of an Acquirer that has been approved by the Commissioner, including all amendments, exhibits, attachments, agreements, and schedules thereto;

(iiii) "**Respondent(s)**" means Pfizer and Wyeth, individually and collectively;

(jjjj) "**Retained Product**" means any Product(s) other than a Divestiture Product;

(kkkk) "**Supply Cost**" means a cost not to exceed the manufacturer's average direct per unit cost of manufacturing the Divestiture Product for the twelve (12) month period immediately preceding the Effective Date. "Supply Cost" shall expressly exclude any intracompany business transfer profit; provided, however, that in each instance where: (1) an agreement to Contract Manufacture is specifically referenced and attached to this Agreement, and (2) such agreement becomes a Remedial Agreement for a Divestiture Product, "Supply Cost" means the cost as specified in such Remedial Agreement for that Divestiture Product;

(llll) "**Technology Transfer Standards**" means requirements and standards sufficient to ensure that the information and assets required to be delivered pursuant to this Agreement are delivered in an organized, comprehensive, complete, useful, timely (i.e., ensuring no unreasonable delays in transmission), and meaningful manner. Such standards and requirements shall include, *inter alia*:

(i) designating employees knowledgeable about the Product Manufacturing Technology (and all related intellectual property) related to each of the Divestiture Products who will be responsible for communicating directly with the Acquirer and/or its Designee, and the Monitors, for the purpose of effecting such delivery;

(ii) preparing technology transfer protocols and transfer acceptance criteria for both the processes and analytical methods related to the specified Divestiture Product(s) that are acceptable to the Acquirer;

(iii) preparing and implementing a detailed technological transfer plan that contains, *inter alia*, the transfer of all relevant information, all appropriate documentation, all other materials, and projected time lines for the delivery of all such Product Manufacturing Technology (including all related intellectual property) to the Acquirer or its Designee; and

(iv) providing, in a timely manner, assistance and advice to enable the Acquirer or its Designee to:

(A) manufacture the specified Divestiture Product(s) in at least the quality and quantities achieved by the Respondent(s), or the manufacturer and/or developer of such Divestiture Product;

(B) obtain any Product Approvals necessary for the Acquirer or its Designee, to manufacture, distribute, market, and sell the specified Divestiture Product(s) in commercial quantities and to meet all Agency-approved specifications for such Divestiture Product(s); and

(C) receive, integrate, and use all such Product Manufacturing Technology and all such intellectual property related to the specified Divestiture Product(s);

(mmmm) "**Third Party(ies)**" means any non-governmental Person other than the following: Pfizer, Wyeth, or any Acquirer(s) of the Animal Health Product Assets or the Equine Anthelmintic Product Assets;

(nnnn) "**Tribunal**" means the Competition Tribunal established by the *Competition Tribunal Act*, R.S.C. 1985, c.19 (2nd Supp.), as amended;

(oooo) "**Trustee Assets**" means, as applicable, the Animal Health Product Assets, the Equine Anthelmintic Product Assets and/or the HRT Product Assets;

(pppp) "**Veterinary Biological Product Authorization(s)**" means:

(i) in respect of Canada, all of the following, as required by the CFIA or the Canadian *Health of Animals Act*, S.C. 1990, c. 21, as amended, and all rules and regulations promulgated thereunder: "Canadian Veterinary Biologics Products License", "Canadian Veterinary Biologics Establishment License" and "Permit to Import Veterinary Biologics" for a Product filed or to be filed with the CFIA, and all supplements, amendments, and revisions thereto, all outlines of production, special outlines, protocols, any preparatory work, drafts and data necessary for the preparation thereof, and all correspondence between the Respondents and the CFIA related thereto; and

(ii) in respect of the United States of America, all of the following, as defined in Title 9 of the Code of Federal Regulations: a U.S. Veterinary Biological Product License or Permit, and a U.S. Veterinary Biological Establishment License, for a Product filed or to be filed with the USDA, or its foreign Agency equivalent, and all supplements, amendments, and revisions thereto, all outlines of production, protocols, any preparatory work, drafts and data necessary for the preparation thereof, and all correspondence between the Respondents and the USDA or other Agency related thereto. The term "Veterinary Biological Product Authorization(s)" and all of the foregoing terms or abbreviations include the foreign equivalents of the above-referenced filings and activities with the foreign counterpart(s) of the USDA;

(qqqq) "**Virbac**" means Virbac Corporation, a company organized, existing, and doing business under the laws of the State of Delaware, with headquarters located at 3200 Meacham Boulevard, Fort Worth, Texas, USA 76137. The term "Virbac" also includes the parent corporation of Virbac Corporation, Virbac SA;

(rrrr) "**Virbac Initial Period**" means ten (10) days from the Effective Date, subject to extension in the sole discretion of the Commissioner;

(ssss) "**Website**" means the content of the Website(s) located at the Domain Names, the Domain Names, and all copyrights in such Website(s), to the extent owned by the Respondents; provided, however, "Website" shall not include the following: (1) content owned by Third Parties and other Product Intellectual Property not owned by the Respondents that are incorporated in such Website(s), such as stock photographs used in the Website(s), except to the extent that the Respondents can convey its rights, if any, therein; or (2) content unrelated to any of the Divestiture Product(s); and

(tttt) "**Wyeth**" means Wyeth, its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and Affiliates, in each case controlled by Wyeth (including, but not limited to, Fort Dodge Animal Health), and the respective directors, officers, employees, agents, representatives, predecessors, successors, and assigns of each.

All other terms defined in this Agreement have the meanings established elsewhere in this Agreement.

II. APPLICATION

[2] The provisions of this Agreement shall apply to:

(a) Pfizer;

(b) Wyeth;

(c) all other Persons acting in concert or participating with one or more of those listed in (a) or (b), with respect to the matters referred to in this Agreement, who shall have received actual notice of this Agreement;

(d) the Commissioner;

(e) the Monitors;

(f) the Divestiture Trustee; and

(g) each Acquirer and the Acquirer's heirs, successors, legal representatives and assigns.

III. GENERAL OBLIGATIONS OF THE RESPONDENTS

[3] During the applicable Initial Period:

(a) the Respondents shall complete the Divestiture of the Animal Health Product Assets, absolutely and in good faith, to Boehringer Ingelheim or other Acquirer(s) approved by the Commissioner in accordance with Part VI of this Agreement;

(b) the Respondents shall complete the Divestiture of the Equine Anthelmintic Product Assets (to the extent that such assets are not already owned, controlled or in the possession of Virbac), absolutely and in good faith, to Virbac in accordance with Part VII of this Agreement; and

(c) Pfizer shall enter into an agreement for the supply, marketing, distribution and sale of the HRT Product in Canada (the "**HRT Arrangement**") with Paladin Labs in accordance with Part VIII of this Agreement.

[4] In the event that the Respondents fail to complete the Divestiture of the Animal Health Product Assets or the Equine Anthelmintic Product Assets as contemplated by, respectively, sections 3(a) and (b) above, such Divestiture shall be effected in accordance with Part IX of this Agreement by a Divestiture Trustee appointed by the Commissioner.

[5] In the event that Pfizer fails to complete the HRT Arrangement with Paladin Labs as contemplated by section 3(c) above, Pfizer shall enter into the HRT Arrangement with an alternate Acquirer approved by the Commissioner in accordance with Part VIII of this Agreement, failing which the Commissioner shall appoint a Divestiture Trustee to effect the Divestiture of the HRT Product Assets in accordance with Part IX of this Agreement.

IV. MONITORS

[6] The Commissioner hereby appoints Dr. Stephen J.D. Bell and Mr. Arlo Millen as Monitors responsible for monitoring the compliance of the Respondents with this Agreement, specifically excluding those obligations in respect of the HRT Product and the HRT Product Assets.

[7] The Commissioner may appoint one or more Monitors responsible for monitoring the compliance of the Respondents with the obligations set out in this Agreement in respect of the HRT Product and the HRT Product Assets. The selection of the Monitor by the Commissioner shall be subject to the consent of Pfizer, which consent shall not be unreasonably withheld. If Pfizer has not opposed, in writing, including the reasons for opposing, the selection of the Monitor within ten (10) days after notice by the Commissioner to Pfizer of the identity of the Monitor, Pfizer shall be deemed to have consented to the selection of the proposed Monitor. Within ten (10) days of the appointment of such Monitor(s), the Respondents and the Monitor(s) shall execute an agreement, subject to the approval of the Commissioner, reflecting the terms and conditions of this Agreement and that confers on the Monitor(s) all of the rights and powers necessary to permit the Monitor(s) to monitor the Respondents' compliance with the obligations set out in this Agreement in respect of the HRT Product and the HRT Product Assets. If the Respondents and the Monitor(s) fail to agree on terms within seven (7) days from the date of appointment of the Monitor(s), the Commissioner shall establish the terms of the Monitor(s) service.

[8] The Respondents shall be responsible for all reasonable fees and expenses properly charged or incurred by the Monitors in the course of carrying out their duties under this Agreement, and those of any substitute Monitor appointed pursuant to this Agreement.

[9] If a Monitor ceases to act or fails to act diligently or otherwise in accordance with this Agreement, the Commissioner shall appoint a substitute Monitor in accordance with the terms of this section 9, subject to the consent of Pfizer, which shall not be unreasonably withheld. If Pfizer has not opposed the selection of the substitute Monitor in writing, including the reasons for the opposition, within ten (10) days after notice by the Commissioner to Pfizer of the identity of the substitute Monitor, Pfizer shall be deemed to have consented to the selection of the substitute Monitor. Pfizer and the substitute Monitor shall execute an agreement, subject to the approval of the Commissioner, reflecting the terms and conditions of this Agreement. In the event that Pfizer objects to the Commissioner's appointment of a substitute Monitor, Pfizer may apply to the Tribunal for appropriate relief on five (5) days notice to the Commissioner. The notice must set out the grounds for the objection. The provisions of this Agreement shall apply, *mutatis mutandis*, to any substitute Monitor appointed pursuant to this section 9.

[10] The Monitors shall have, subject to any valid claim to a legally recognized privilege, full and complete access to all personnel, books, records, documents and facilities related to the Divestiture Products and the HRT Product (as applicable) or to any other relevant information, including Confidential Information, as the Monitors may reasonably request. The Respondents shall cooperate with any reasonable request of the Monitors. The Respondents shall not take any action to interfere with or impede the Monitors' compliance with, or ability to oversee the Respondents' performance of, this Agreement.

[11] The Monitors shall serve, without bond or security, at the expense of the Respondents, on such reasonable and customary terms as are agreed with the approval of the Commissioner. The Monitors shall have the authority to engage, at the cost and expense of the Respondents, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitors' duties and responsibilities under this

Agreement. The Monitors shall account for all expenses incurred, including fees for services, and such account shall be subject to the approval of the Commissioner only.

[12] The Respondents shall indemnify the Monitors and hold them harmless against any losses, claims, damages, liabilities or expenses arising out of, or in connection with, the performance of their duties under this Agreement. This includes all reasonable fees of counsel and other expenses incurred in connection with the preparation or defence of any claim, whether or not such claim results in any liability, except to the extent that such liabilities, losses, damages, claims or expenses result from malfeasance, gross negligence or bad faith by the Monitors.

[13] The Monitors shall report in writing to the Commissioner concerning compliance with this Agreement by the Respondents: (a) no later than thirty (30) days after the Order Date; (b) sixty (60) days after the Order Date; (c) every sixty (60) days thereafter through the end of the Monitors' term; and (d) in response to a request by the Commissioner. Such reports shall also describe the Acquirer's progress in obtaining CFIA or HC approval (in respect of Canada) and FDA or USDA approval (in respect of the United States), as applicable to each Divestiture Product, to manufacture and market each Divestiture Product and obtaining the ability to manufacture and market each Divestiture Product in commercial quantities, in a manner consistent with Agency Manufacturing Standards, independently of the Respondents.

[14] The Respondents shall not exert or attempt to exert any influence, direction or control over the Monitors.

[15] This Agreement shall not be construed as providing the Monitors with ownership, management, possession, charge or control of the Animal Health Product Assets, the Equine Anthelmintic Product Assets or the HRT Product Assets.

[16] The Monitors shall execute confidentiality agreements in a form determined by the Commissioner, pursuant to which the Monitors will undertake not to disclose any Confidential Information acquired in the performance of the Monitors' duties to any Person, except as permitted by this Agreement.

[17] If a Monitor believes that either of the Respondents is in breach of any of the terms of this Agreement, the Monitor shall immediately notify the Commissioner and the Respondents of the breach, setting out particulars of such breach.

[18] The Monitors' obligations and powers shall not expire under this Agreement:

(a) with respect to each Divestiture Product, until the earliest of:

(i) the date the Acquirer (or its Designee(s)) is approved by the FDA or the USDA, as applicable to the specified Product, to manufacture such Divestiture Product and able to manufacture and market such Divestiture Product in commercial quantities, in a manner consistent with Agency Manufacturing Standards, independently of the Respondents;

(ii) the date the Acquirer notifies the Commissioner and the Respondents of its intention to abandon its efforts to manufacture such Divestiture Product; or

(iii) the date of written notification from the Commissioner that the Monitors, in consultation with the Commissioner, have determined that the Acquirer has abandoned its efforts to manufacture such Divestiture Product; and

(b) with respect to the HRT Product, until the earliest of:

(i) the date the HRT Arrangement is completed with Paladin Labs or an alternate Acquirer approved by the Commissioner; or

(ii) the date the Divestiture of the HRT Product Assets is completed,

provided, however, that a Monitor's service shall not exceed seven (7) years from the Order Date, subject to extension in the sole discretion of the Commissioner.

V. PRESERVATION OF ASSETS

[19] Until the Closing Date and the completion of the HRT Arrangement with Paladin Labs or an alternate Acquirer (or the Divestiture of the HRT Product Assets, as the case may be) in accordance with this Agreement, the Respondents shall:

(a) maintain the full economic viability, marketability and competitiveness of the businesses associated with each Divestiture Product in the Geographic Territory and, in Canada, with the HRT Product, including the research, Development, manufacture, distribution, marketing, and sale of each Divestiture Product and the HRT Product and related Animal Health Product Assets, Equine Anthelmintic Product Assets and HRT Product Assets (as applicable) (each a "Product Business") in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance of the assets of such business);

(b) minimize any risk of loss of competitive potential for such Product Businesses;

(c) prevent the destruction, removal, wasting, deterioration, or impairment of such Product Businesses, except for ordinary wear and tear;

(d) ensure the Animal Health Product Assets and Equine Anthelmintic Assets are transferred and delivered to each Acquirer and the HRT Arrangement is completed (or the HRT Product Assets are Divested to an Acquirer, as the case may be) in a manner without disruption, delay or impairment of the regulatory approval processes related to the business associated with each Divestiture Product and the HRT Product; and

(e) ensure the completeness of the transfer and delivery of the Product Manufacturing Technology;

(f) use their best efforts to preserve the existing relationships with the following: suppliers; vendors and distributors; the High Volume Accounts; customers; Agencies; employees; and others having business relations with each of the respective Product Businesses;

(g) not sell, transfer, encumber or otherwise impair the Animal Health Product Assets, Equine Anthelmintic Product Assets or HRT Product Assets (other than in the manner prescribed in this Agreement) nor take any action that lessens the full economic viability, marketability or competitiveness of the businesses associated with each Product Business.

(h) provide each of the respective Product Businesses with sufficient working capital to operate at least at current rates of operation, to meet all capital calls with respect to such business and to carry on, at least at their scheduled pace, all capital projects, business plans and promotional activities for such Product Business;

(i) continue, at least at their scheduled pace, any additional expenditures for each of the respective Product Businesses authorized prior to the date this Agreement was signed by the Respondents, including, but not limited to, all research, Development, manufacturing, distribution, marketing and sales expenditures;

(j) provide such resources as may be necessary to respond to competition against each of the Divestiture Products and the HRT Product and/or to prevent any diminution in sales of each of the Divestiture Products and the HRT Product during and after the Acquisition and prior to the complete transfer and delivery of the related Animal Health Product Assets and Equine Anthelmintic Product Assets, and the completion of the HRT Arrangement with Paladin Labs or an alternate Acquirer, or (as applicable) the complete transfer and delivery of the HRT Product Assets to an Acquirer;

(k) provide such resources as may be necessary to maintain the competitive strength and positioning of each of the Divestiture Products and the HRT Product at the related High Volume Accounts;

(l) make available for use by each of the respective Product Businesses funds sufficient to perform all routine maintenance and all other maintenance as may be necessary to, and all replacements of, the assets related to such business, including without limitation, the Animal Health Product Assets, Equine Anthelmintic Product Assets, and HRT Product Assets (as applicable);

(m) provide each of the respective Product Businesses with such funds as are necessary to maintain the full economic viability, marketability and competitiveness of such Product Business; and

(n) provide such support services to each of the respective Product Businesses as were being provided to such business by the Respondent(s) as of the date this Agreement was signed by the Respondents.

VI. DIVESTITURE OF THE ANIMAL HEALTH PRODUCT ASSETS

[20] Subject to sections 21 and 22 below, during the BI Initial Sale Period, the Respondents shall divest the Animal Health Product Assets and grant the Animal Health Product License, absolutely and in good faith, to Boehringer Ingelheim pursuant to, and in accordance with, the Animal Health Product Divestiture Agreements, and each such agreement, if it becomes a Remedial Agreement related to the Animal Health Product Assets is incorporated by reference into this Agreement and made a part hereof.

[21] If the Commissioner or the U.S. Federal Trade Commission notifies the Respondents by the Order Date that Boehringer Ingelheim is not an acceptable Acquirer of the Animal Health Product Assets, then the Respondents shall immediately rescind the transaction with Boehringer Ingelheim, in whole or in part, as directed by the Commissioner, and shall Divest the Animal Health Product Assets, as applicable, to an alternate Acquirer(s) within the Alternate Acquirer Initial Sale Period, absolutely and in good faith, at no minimum price, and on the following terms:

(a) The Divestiture shall take place

(i) By sale, assignment, transfer or other disposition necessary to ensure that, by the completion of the Divestiture, the Respondents will have no direct or indirect interest in the Animal Health Product Assets, except as permitted herein, or upon the consent of the Commissioner;

(ii) To an Acquirer approved by the Commissioner;

(iii) To an Acquirer at arm's length from the Respondents and who can satisfy the Commissioner that they:

(A) are committed to carrying on the business of the Animal Health Product Assets in Canada;

(B) have the managerial, operational and financial capability to compete effectively; and

(C) will enter into an agreement prior to the expiry of the Alternate Acquiror Initial Period and complete the Divestiture of the Animal Health Product Assets prior to the expiry of the Alternate Acquirer Initial Sale Period;

(D) by way of a commercially reasonable public tender, bidding or other procedure instituted in a manner to allow a fair opportunity for one or more *bona fide* potential Acquirers to obtain notice of the prospective Divestiture and to make an offer to acquire the Animal Health Product Assets pursuant to this Agreement; and

(E) on usual commercial terms for transactions of the size and nature of those contemplated in this Agreement, including reasonable and ordinary commercial representations and warranties.

The determination of whether the above conditions are satisfied is at the sole discretion of the Commissioner. In exercising her discretion to approve a Divestiture of the Animal Health Product Assets to an Acquirer, the Commissioner may take into account, *inter alia*, the likely impact of the Divestiture on competition. The decision of the Commissioner as to whether to approve the Divestiture shall be in writing.

(b) Any Person making a *bona fide* inquiry of the Respondents shall be notified that the Divestiture is being made pursuant to this Agreement and shall be provided with a copy of this Agreement, with the exception of the provisions hereof which are confidential.

(c) Subject to section 21(d) below, any prospective Acquirer with a *bona fide* interest in purchasing any of the Animal Health Product Assets shall:

(i) be furnished with all pertinent information regarding the Animal Health Product Assets within fourteen (14) days of a request therefor;

(ii) be permitted to make reasonable inspection of the Animal Health Product Assets and of all financial, operational or other non-privileged documents and information, including Confidential Information, which may be relevant to the Divestiture, except for any documents which, at the time of the request for inspection of such documents the Commissioner has agreed need not be disclosed; and

(iii) be given such full and complete access as is reasonable in the circumstances to the management personnel relating to the Animal Health Product Assets.

If a Monitor is concerned as to the *bona fides* of any Person making an inquiry, the Monitor shall advise the Commissioner of such concern and the final determination of *bona fides* shall be made by the Commissioner alone.

(d) Access by a potential Acquirer to the information identified in section 21(c) above shall be conditional on the execution of a standard confidentiality agreement in a form determined by the Commissioner containing, among other things, non-solicitation terms relating to personnel and suppliers.

[22] If the Respondents have Divested the Animal Health Product Assets and granted the Animal Health Product License to Boehringer Ingelheim prior to the Order Date, and if the Commissioner or the U.S. Federal Trade Commission notifies the Respondents by the Order Date that the manner in which the Divestiture or the license grant was accomplished is not acceptable, the Respondents, or a Divestiture Trustee appointed by the Commissioner, shall effect such modifications to the manner of Divestiture of the Animal Health Product Assets or grant of the Animal Health Product License, as applicable, to Boehringer Ingelheim

(including, but not limited to, entering into additional agreements or arrangements) as the Commissioner may determine are necessary to satisfy the requirements of this Agreement.

[23] Prior to the Closing Date, the Respondents shall secure all consents and waivers from all Third Parties that are necessary to permit the Respondents to divest the Animal Health Product Assets and grant the Animal Health Product License to an Acquirer of the Animal Health Product Assets, and/or to permit such Acquirer to continue the research, Development, manufacture, sale, marketing or distribution of the Animal Health Products and/or Animal Health Pipeline Products; provided, however, that the Respondents may satisfy this requirement by certifying that such Acquirer has executed all such agreements directly with each of the relevant Third Parties.

[24] The Respondents shall transfer and deliver, or cause to be transferred and delivered, all Product Manufacturing Technology (including all related intellectual property) related to the Animal Health Products and/or Animal Health Pipeline Products that either Respondent owns, and shall transfer and deliver, or cause to be transferred and delivered, all rights to all Product Manufacturing Technology (including all related intellectual property) that is owned by a Third Party and licensed by either Respondent related to the specified Animal Health Products and/or Animal Health Pipeline Products, to the Acquirer of the related Animal Health Product Assets in a manner consistent with the Technology Transfer Standards. The Respondents shall obtain any consents from Third Parties required to comply with this provision.

A. CONTRACT MANUFACTURE

[25] The Respondents shall:

(a) upon reasonable written notice and request from an Acquirer of the Animal Heath Product Assets to the Respondents, Contract Manufacture and deliver to the requesting Acquirer, in a timely manner and under reasonable terms and conditions, a supply of each of the Contract Manufacture Products at the Respondents' Supply Cost, for a period of time sufficient to allow such Acquirer (or the Designee of the Acquirer) to obtain all of the relevant Product Approvals necessary to manufacture and sell in commercial quantities, and in a manner consistent with Agency Manufacturing Standards, the finished Product independently of the Respondents and to secure sources of supply of the active pharmaceutical ingredients, Biological Manufacturing and Testing Materials, excipients, other ingredients, and/or necessary Components listed in the specified Respondent's Application(s) or Veterinary Biological Product Authorization(s), as applicable, for the Product from Persons other than the Respondents;

(b) extend the period of time covered by any Remedial Agreement to Contract Manufacture without further negotiation of the other terms of such Remedial Agreement should the Commissioner determine that additional time is necessary for the requesting Acquirer to obtain the relevant Product Approvals described above;

(c) make representations and warranties to any Acquirer of the Animal Health Product Assets that the Contract Manufacture Product(s) supplied through Contract Manufacture pursuant to a Remedial Agreement meets the relevant Agency-approved specifications. For the Product(s) to be marketed or sold in the Geographic Territory, the Respondents shall agree to indemnify, defend and hold the Acquirer harmless from any and all suits, claims, actions, demands, liabilities, expenses or losses alleged to result from the failure of the Product(s) supplied to the Acquirer pursuant to a Remedial Agreement by the Respondents to meet Agency Manufacturing Standards. This obligation may be made contingent upon the Acquirer giving the Respondents prompt written notice of such claim and cooperating fully in the defense of such claim. The Remedial Agreement shall be consistent with the obligations assumed by the Respondents under this Agreement;

provided, however, that the Respondents may reserve the right to control the defence of any such litigation, including the right to settle the litigation, so long as such settlement is consistent with the Respondents' responsibilities to supply the ingredients and/or Components in the manner required by this Agreement; provided further that this obligation shall not require the Respondents to be liable for any negligent act or omission of the Acquirer or for any representations and warranties, express or implied, made by the Acquirer that exceed the representations and warranties made by the Respondents to the Acquirer;

provided further that in each instance where: (1) an agreement to Divest relevant Animal Health Product Assets is specifically referenced and attached to this Agreement, and (2) such agreement becomes a Remedial Agreement for a Divestiture Product, each such agreement may contain limits on the Respondents' aggregate liability to the Acquirer resulting from the failure of the Products supplied to the Acquirer pursuant to such Remedial Agreement by the Respondents to meet Agency Manufacturing Standards;

(d) give priority to supplying a Contract Manufacture Product to any Acquirer of the Animal Health Product Assets over manufacturing and supplying of Products for the Respondents' own use or sale;

(e) make representations and warranties to any Acquirer of the Animal Health Product Assets that the Respondents shall hold harmless and indemnify the Acquirer for any liabilities or loss of profits resulting from the failure by the Respondents to deliver the Contract Manufacture Products in a timely manner as required by the Remedial Agreement(s) unless the Respondents can demonstrate that such failure was entirely beyond the control of the Respondents and in no part the result of negligence or willful misconduct by the Respondents;

provided, however, that in each instance where: (1) an agreement to Divest relevant Animal Health Product Assets is specifically referenced and attached to this Agreement, and (2) such agreement becomes a Remedial Agreement for a Divestiture Product, each such agreement may contain limits on the Respondents' aggregate liability to the Acquirer for such a breach;

(f) during the term of any Contract Manufacture between Respondent(s) and any Acquirer of the Animal Health Product Assets, upon written request of such Acquirer or a Monitor, make available to the Acquirer and the Monitor all records that relate to the manufacture of the relevant Contract Manufacture Products that are generated or created after the Closing Date;

(g) during the term of any Contract Manufacture between Respondent(s) and any Acquirer of the Animal Health Product Assets, maintain manufacturing facilities necessary to manufacture each of the relevant Contract Manufacture Products in finished form, i.e., suitable for sale to the ultimate consumer/patient; and

(h) pending CFIA, HC, FDA or USDA approval, as applicable to the specified Product, of any Divestiture Product that has not yet been approved for commercial scale-up manufacturing and during the term of any Contract Manufacture between Respondent(s) and an Acquirer of the Animal Health Product Assets, provide consultation with knowledgeable employees of the Respondents and training, at the written request of the Acquirer and at a facility chosen by the Acquirer, for the purposes of enabling such Acquirer (or the Designee of such Acquirer) to obtain all Product Approvals to manufacture the Animal Health Products in the same quality achieved by, or on behalf of, the Respondents and in commercial quantities, and in a manner consistent with Agency Manufacturing Standards, independently of the Respondents, and sufficient to satisfy management of the Acquirer that its personnel (or the Designee's personnel) are adequately trained in the manufacture of the Animal Health Products;

[26] The foregoing sections 25(a) – (h) of this Agreement shall remain in effect with respect to each Divestiture Product until the earliest of: (1) the latest date each Acquirer (or the Designee(s) of such Acquirer), respectively, is approved (in respect of Canada) by HC or the CFIA and (in respect of the United States) by the FDA or the USDA, as applicable to the specified Product, to manufacture and sell such Divestiture Product and is able to manufacture and sell such Divestiture Product in commercial quantities, in a manner consistent with Agency Manufacturing Standards, independently of the Respondents; (2) the date the Acquirer of a particular Divestiture Product notifies the Commissioner and the Respondents of its intention to abandon its efforts to manufacture such Divestiture Product; (3) the date of written notification from the Commissioner that the Monitor, in consultation with the Commissioner, has determined that the Acquirer of a particular Divestiture Product has abandoned its efforts to manufacture such Divestiture Product; or (4) seven (7) years from the Closing Date.

B. CONFIDENTIAL INFORMATION, PRODUCT MANUFACTURING TECHNOLOGY

[27] The Respondents shall:

(a) submit to the Acquirer of the Animal Health Product Assets, at the Respondents' expense, all Confidential Information related to the Animal Health Products and the Animal Health Pipeline Products;

(b) deliver such Confidential Information to such Acquirer:

(i) in good faith;

(ii) in a timely manner, i.e., as soon as practicable, avoiding any delays in transmission of the respective information; and

(iii) in a manner that ensures its completeness and accuracy and that fully preserves its usefulness;

(c) pending complete delivery of all such Confidential Information to the Acquirer, provide the Acquirer and the Monitors with access to all such Confidential Information and employees who possess or are able to locate such information for the purposes of identifying the books, records, and files directly related to the Animal Health Products and Animal Health Pipeline Products that contain such Confidential Information and facilitating the delivery in a manner consistent with this Agreement;

(d) not use, directly or indirectly, any such Confidential Information related to the research, Development, manufacturing, marketing, or sale of the Animal Health Products and/or the Animal Health Pipeline Products other than as necessary to comply with the following:

(i) the requirements of this Agreement;

(ii) the Respondents' obligations to the Acquirer of the Animal Health Products under the terms of any Remedial Agreement related to the Animal Health Products; or

(iii) applicable Law;

(e) not disclose or convey any such Confidential Information, directly or indirectly, to any Person except the Acquirer of the Animal Health Products or other Persons specifically authorized by such Acquirer to receive such information; and

(f) not provide, disclose or otherwise make available, directly or indirectly, any such Confidential Information related to the Development, manufacture, marketing or sales of the Animal Health Products or the Animal Health Pipeline Products to the employees associated with business related to those Retained Products that:

(i) contain the same active biological or pharmaceutical ingredient;

(ii) are approved, or in Development for use, in the same Field as the Animal Health Products; or

(iii) are approved, or in Development for use, in the same Field as the Animal Health Pipeline Products; and

(g) institute procedures and requirements to ensure that the above-described employees:

(i) do not provide, disclose or otherwise make available, directly or indirectly, any Confidential Information in contravention of this Agreement; and

(ii) do not solicit, access or use any Confidential Information that they are prohibited under this Agreement from receiving for any reason or purpose.

[28] The Respondents shall not enforce any agreement against a Third Party or an Acquirer to the extent that such agreement may limit or otherwise impair the ability of such Acquirer to acquire or use the Product Manufacturing Technology (including all related intellectual property) related to the Animal Health Products acquired by such Acquirer from the Third Party. Such agreements include, but are not limited to, agreements with respect to the disclosure of Confidential Information related to such Product Manufacturing Technology.

[29] Not later than ten (10) days after the Closing Date, the Respondents shall grant a release to each Third Party that is subject to an agreement as described in section 28 above that allows the Third Party to provide the relevant Product Manufacturing Technology to the relevant Acquirer. Within five (5) days of the execution of each such release, the Respondents shall provide a copy of the release to such Acquirer.

C. EMPLOYEES

[30] The Respondents shall:

(a) for each Divestiture Product, for a period of twelve (12) months from the Closing Date, provide the Acquirer with the opportunity to enter into employment contracts with the Animal Health Product Core Employees acquired by such Acquirer. Each of these periods is hereinafter referred to as the "Core Employee Access Period(s)";

(b) not later than the earlier of the following dates: (1) ten (10) days after notice by the Commissioner to the Respondents to provide the Product Employee Information; or (2) ten (10) days after written request by an Acquirer, provide such Acquirer or Proposed Acquirer(s) with the Product Employee Information related to the Animal Health Product Core Employees. Failure by the Respondents to provide the Product Employee Information for any Animal Health Product Core Employee within the time provided herein shall extend the Core Employee Access Period(s) with respect to that employee in an amount equal to the delay;

(c) during the Core Employee Access Period(s), not interfere with the hiring or employing by the Acquirer of the Animal Health Product Core Employees related to the particular Animal Health Products acquired by such Acquirer, and remove any impediments within the control of Respondent(s) that may deter these employees from accepting employment with such Acquirer, including, but not limited to, any noncompete or nondisclosure provision of employment with respect to a Divestiture Product or other contracts with Respondent(s) that would affect the ability or incentive of those individuals to be employed by such Acquirer. In addition, the Respondents shall not make any counteroffer to such an Animal Health Product Core Employee who has received a written offer of employment from such Acquirer;

provided, however, that, subject to the conditions of continued employment prescribed in this Agreement, this section 30(c) shall not prohibit the Respondents from continuing to employ any Animal Health Product Core Employee under the terms of such employee's employment with Respondent(s) prior to the date of the written offer of employment from the Acquirer to such employee;

(d) until the Closing Date, provide all Animal Health Product Core Employees with reasonable financial incentives to continue in their positions and to research, Develop, market, sell, and manufacture the Animal Health Product(s) consistent with past practices and/or as may be necessary to preserve the marketability, viability and competitiveness of the Animal Health Product(s) and to ensure successful execution of the pre-Acquisition plans for such Animal Health Product(s). Such incentives shall include a continuation of all employee compensation and benefits offered by the Respondents until the Closing Date(s) for the Divestiture of the Animal Health Product Assets has occurred, including regularly scheduled raises, bonuses, and vesting of pension benefits (as permitted by Law);

provided, however, that, subject to those conditions of continued employment prescribed in this Agreement, this Agreement does not require nor shall be construed to require the Respondents to terminate the employment of any employee or to prevent the Respondents from continuing to employ the Animal Health Product Core Employees in connection with the Acquisition; and

(e) for a period of one (1) year from the Closing Date, not:

(i) directly or indirectly, solicit or otherwise attempt to induce any employee of the Acquirer with any amount of responsibility related to an Animal Health Product ("Animal Health Product Employee") to terminate his or her employment relationship with the Acquirer; or

(ii) hire any Animal Health Product Employee;

provided, however, that the Respondents may hire any former Animal Health Product Employee whose employment has been terminated by the Acquirer or who independently applies for employment with the Respondents, as long as such employee was not solicited in violation of the nonsolicitation requirements contained herein;

provided further, however, that the Respondents may do the following: (1) advertise for employees in newspapers, trade publications or other media not targeted specifically at the Animal Health Product Employees; or (2) hire an Animal Health Product Employee who contacts the Respondents on his or her own initiative without any direct or indirect solicitation or encouragement from the Respondents.

[31] The Respondents shall require, as a condition of employment following Divestiture of the Animal Health Product Assets, that each Animal Health Product Core Employee retained by the Respondents, his or her direct supervisor(s), and any other employee designated by the Monitor, sign a confidentiality agreement pursuant to which such employee shall be required

to maintain all Confidential Information related to the Animal Health Products as strictly confidential, including the nondisclosure of such information to all other employees, executives or other personnel of the Respondents (other than as necessary to comply with the requirements of this Agreement).

[32] Not later than thirty (30) days after the Closing Date, the Respondents shall provide written notification of the restrictions on the use of the Confidential Information related to the Animal Health Products by the Respondents' personnel to all of the Respondents' employees who:

(a) are directly involved in the research, Development, manufacturing, distribution, sale or marketing of Retained Products that contain the same active biological or pharmaceutical ingredient or that are approved for use, or in Development for use, in the same Field as the Animal Health Products; and/or

(b) may have Confidential Information related to the Animal Health Products and/or the Animal Health Pipeline Products.

The Respondents shall give such notification by e-mail with return receipt requested or similar transmission, and keep a file of such receipts for one (1) year after the Closing Date. The Respondents shall provide a copy of such notification to the Acquirer. The Respondents shall maintain complete records of all such agreements at the Respondents' registered office within the United States of America and shall provide an officer's certification to the Commissioner stating that such an acknowledgment program has been implemented and is being complied with. The Respondents shall provide the Acquirer with copies of all certifications, notifications and reminders sent to the Respondents' personnel.

D. INTELLECTUAL PROPERTY AND LITIGATION

[33] The Respondents shall not join, file, prosecute or maintain any suit, in law or equity, against an Acquirer or the Divestiture Product Releasee(s) of that Acquirer for the research, Development, manufacture, use, import, export, distribution, or sale of the Animal Health Product(s) acquired by that Acquirer under the following:

(a) any Patent owned or licensed by the Respondents as of the day after the Effective Date (excluding those Patents that claim inventions conceived by and reduced to practice after the Effective Date) that claims a method of making, using or administering, or a composition of matter, relating to the Animal Health Product(s) acquired by that Acquirer, or that claims a device relating to the use thereof;

(b) any Patents owned or licensed by the Respondents at any time after the Effective Date (excluding those Patents that claim inventions conceived by and reduced to practice after the Effective Date) that claim any aspect of the research, Development, manufacture, use, import, export, distribution, or sale of the Animal Health Product(s) acquired by that Acquirer;

if such suit would have the potential to interfere with such Acquirer's freedom to practice the following: (1) the research, Development or manufacture of the Animal Health Product(s)

anywhere in the world for the purposes of marketing or sale in the Geographic Territory; or (2) the use within, import into, export from, or the supply, distribution, or sale within, the Geographic Territory of a particular Animal Health Product. The Respondents shall also covenant to such Acquirer that as a condition of any assignment, transfer, or license to a Third Party of the above-described Patents, the Third Party shall agree to provide a covenant whereby the Third Party covenants not to sue such Acquirer or the related Divestiture Product Releasee(s) under such Patents, if the suit would have the potential to interfere with that Acquirer's freedom to practice the following: (1) the research, Development, or manufacture of the Animal Health Product(s) anywhere in the world for the purposes of marketing or sale in the Geographic Territory; or (2) the use within, import into, export from, or the supply, distribution, or sale within, the Geographic Territory of a particular Animal Health Product;

[34] Upon reasonable written notice and request from an Acquirer to Respondent(s), Respondent(s) shall provide, in a timely manner, at no greater than Direct Cost, assistance of knowledgeable employees of the Respondents to assist that Acquirer to defend against, respond to, or otherwise participate in any litigation related to the Product Intellectual Property related to any of the Animal Health Products, if such litigation would have the potential to interfere with the Acquirer's freedom to practice the following: (1) the research, Development, or manufacture of the Animal Health Product(s) acquired by that Acquirer; or (2) the use, import, export, supply, distribution, or sale of such Animal Health Product(s) within the Geographic Territory.

[35] For any patent infringement suit in which either Respondent is alleged to have infringed a Patent of a Third Party prior to the Closing Date or for such suit as such Respondent has prepared or is preparing as of the Closing Date to defend against such infringement claim(s), and where such a suit would have the potential to interfere with the Acquirer's freedom to practice the following: (1) the research, Development, or manufacture of the Animal Health Product(s) acquired by that Acquirer; or (2) the use, import, export, supply, distribution, or sale of such Animal Health Product(s) within the Geographic Territory, the Respondents shall:

(a) cooperate with the Acquirer and provide any and all necessary technical and legal assistance, documentation and witnesses from Respondent(s) in connection with obtaining resolution of any pending patent litigation involving such Animal Health Product(s);

(b) waive conflicts of interest, if any, to allow either Respondent's outside legal counsel to represent the relevant Acquirer in any ongoing patent litigation involving such Animal Health Product(s); and

(c) permit the transfer to the relevant Acquirer of all of the litigation files and any related attorney work-product in the possession of either Respondent's outside counsel relating to such Animal Health Product(s).

[36] The Respondents shall not, in the Geographic Territory:

(a) use the Product Trademarks related to the Animal Health Products or any mark confusingly similar to such Product Trademarks, as a trademark, trade name, or service mark;

(b) attempt to register such Product Trademarks;

(c) attempt to register any mark confusingly similar to such Product Trademarks;

(d) challenge or interfere with the relevant Acquirer's use and registration of such Product Trademarks; or

(e) challenge or interfere with the relevant Acquirer's efforts to enforce its trademark registrations for and trademark rights in such Product Trademarks against Third Parties;

provided, however, that this section shall not preclude the Respondents from continuing to use all trademarks, trade names, or service marks that have been in use in commerce on a Retained Product at any time prior to the Effective Date.

[37] The Respondents shall not seek, directly or indirectly, pursuant to any dispute resolution mechanism incorporated in any Remedial Agreement, or in any agreement related to any of the Animal Health Products a decision the result of which would be inconsistent with the terms of this Agreement.

VII. DIVESTITURE OF THE EQUINE ANTHELMINTIC PRODUCT ASSETS

[38] Subject to section 39, during the Virbac Initial Period, the Respondents shall Divest the Equine Anthelmintic Product Assets (to the extent that such assets are not already owned, controlled or in the possession of Virbac), absolutely and in good faith, to Virbac pursuant to and in accordance with the Equine Anthelmintic Product Agreement, and such agreement, if it becomes the Remedial Agreement for the Equine Anthelmintic Product Assets, is incorporated by reference into this Agreement and made a part hereof. If the Respondents do not Divest the Equine Anthelmintic Product Assets to Virbac within the time period described above, the Commissioner may appoint a Divestiture Trustee to Divest the Equine Anthelmintic Product Assets in accordance with Part IX of this Agreement.

[39] If the Respondents have Divested the Equine Anthelmintic Product Assets to Virbac prior to the Order Date, and if the Commissioner or the U.S. Federal Trade Commission notifies the Respondents by the Order Date that the manner in which the Divestiture was accomplished is not acceptable, the Respondents, or a Divestiture Trustee appointed by the Commissioner, as applicable, shall effect such modifications to the manner of divestiture of the Equine Anthelmintic Product Assets to Virbac (including, but not limited to, entering into additional agreements or arrangements) as the Commissioner may determine are necessary to satisfy the requirements of this Agreement.

[40] Prior to the Closing Date, the Respondents shall secure all consents and waivers from all Third Parties that are necessary to permit the Respondents to divest the Equine Anthelmintic Product Assets to Virbac, and/or to permit Virbac to continue the research, Development,

manufacture, sale, marketing or distribution of the Equine Anthelmintic Products; provided, however, that the Respondents may satisfy this requirement by certifying that Virbac has executed all such agreements directly with each of the relevant Third Parties.

[41] Upon reasonable notice and request from Virbac to the Respondents, the Respondents shall provide, in a timely manner at no greater than Direct Cost, assistance and advice of knowledgeable employees of the Respondents as Virbac might reasonably need to transfer the Equine Anthelmintic Product Assets, and shall continue providing such personnel, assistance and training, at the request of Virbac, until such assets are fully transferred to Virbac.

A. CONFIDENTIAL INFORMATION

[42] The Respondents shall not enforce any agreement against a Third Party or Virbac to the extent that such agreement may limit or otherwise impair the ability of Virbac to acquire all Confidential Information. Not later than ten (10) days after the Closing Date, the Respondents shall grant a release to each such Third Party that allows the Third Party to provide all Confidential Information within the Third Party's possession or control to Virbac. This includes, but is not limited to, such releases as may be necessary to permit the transfer to Virbac of any attorney work-product related to the Product Intellectual Property in the possession of Pfizer's outside counsel. Within five (5) days of the execution of each such release, the Respondents shall provide a copy of the release to Virbac.

[43] Until all of Pfizer's rights to enforce restrictions on the use, disclosure, conveyance or provision of Confidential Information are fully assigned or conveyed to Virbac, the Respondents shall enforce any agreement against a Third Party to the extent that such agreement prevents or limits the ability of the Third Party to provide any Confidential Information to any person or entity other than: (1) Virbac or (2) any Person authorized by Virbac to receive such information.

[44] The Respondents shall:

(a) submit to Virbac, at the Respondents' expense, all Confidential Information related to the Equine Anthelmintic Products;

(b) deliver such Confidential Information to Virbac:

(i) in good faith;

(ii) in a timely manner, i.e., as soon as practicable, avoiding any delays in transmission of the respective information; and

(iii) in a manner that ensures its completeness and accuracy and that fully preserves its usefulness;

(c) pending complete delivery of all such Confidential Information to Virbac, provide Virbac and the Monitors with access to all such Confidential Information and employees who possess or are able to locate such information for the purposes of

identifying the books, records, and files directly related to the Equine Anthelmintic Products that contain such Confidential Information and facilitating the delivery in a manner consistent with this Agreement;

(d) not use, directly or indirectly, any such Confidential Information related to the research, Development, manufacturing, marketing, or sale of the Equine Anthelmintic Products other than as necessary to comply with the following:

(i) the requirements of this Agreement;

(ii) the Respondents' obligations to Virbac under the terms of any Remedial Agreement related to the Equine Anthelmintic Products; or

(iii) applicable Law;

(e) not disclose or convey any such Confidential Information, directly or indirectly, to any Person except Virbac or other Persons specifically authorized by Virbac to receive such information; and

(f) not provide, disclose or otherwise make available, directly or indirectly, any such Confidential Information related to the marketing or sales of the Equine Anthelmintic Products to the employees associated with the business related to those Retained Products that contain the same active biological or pharmaceutical ingredient or that are approved for use in the Field of parasitic worm disease within equines; and

(g) institute procedures and requirements to ensure that the above-described employees:

(i) do not provide, disclose or otherwise make available, directly or indirectly, any Confidential Information in contravention of this Agreement; and

(ii) do not solicit, access or use any Confidential Information that they are prohibited under this Agreement from receiving for any reason or purpose.

[45] Not later than thirty (30) days after the Closing Date, the Respondents shall provide written notification of the restrictions on the use of the Confidential Information related to the Equine Anthelmintic Products by the Respondents' personnel to all of the Respondents' employees who:

(a) are or were directly involved in the research, Development, manufacturing, distribution, sale or marketing of any of the Equine Anthelmintic Products;

(b) are directly involved in the research, Development, manufacturing, distribution, sale or marketing of Retained Products that contain the same active biological or pharmaceutical ingredient or that are approved for use, or that are in Development for use, in the Field of parasitic worm disease within equines; and/or

(c) may have Confidential Information related to the Equine Anthelmintic Products.

The Respondents shall give such notification by e-mail with return receipt requested or similar transmission, and keep a file of such receipts for one (1) year after the Closing Date. The Respondents shall provide a copy of such notification to the Acquirer. The Respondents shall maintain complete records of all such agreements at the Respondents' registered office within the United States of America and shall provide an officer's certification to the Commissioner stating that such acknowledgment program has been implemented and is being complied with. The Respondents shall provide the Acquirer with copies of all certifications, notifications and reminders sent to the Respondents' personnel.

B. EMPLOYEES

[46] The Respondents shall:

(a) for each Equine Anthelmintic Product, for a period of twelve (12) months from the Closing Date, provide Virbac and/or the Equine Anthelmintic New Joint Development Partner with the opportunity to enter into employment contracts with the Equine Anthelmintic Core Employees. Each of these periods is hereinafter referred to as the "Equine Anthelmintic Product Core Employee Access Period(s)"; and

(b) not later than the earlier of the following dates: (1) ten (10) days after notice by staff of the Commissioner to the Respondents to provide the Product Employee Information; or (2) ten (10) days after written request by Virbac, provide Virbac with the Product Employee Information related to the Equine Anthelmintic Core Employees. Failure by the Respondents to provide the Product Employee Information for any Equine Anthelmintic Core Employee within the time provided herein shall extend the Equine Anthelmintic Product Core Employee Access Period with respect to that employee in an amount equal to the delay;

(c) during the Equine Anthelmintic Product Core Employee Access Period(s), not interfere with the hiring or employing by Virbac and/or the Equine Anthelmintic New Joint Development Partner of the Equine Anthelmintic Core Employees, and remove any impediments within the control of Respondent(s) that may deter these employees from accepting employment with Virbac and/or the Equine Anthelmintic New Joint Development Partner, including, but not limited to, any noncompete or nondisclosure provision of employment with respect to an Equine Anthelmintic Product or other contracts with Respondent(s) that would affect the ability or incentive of those individuals to be employed by Virbac and/or the Equine Anthelmintic New Joint Development Partner. In addition, the Respondents shall not make any counteroffer to such an employee who has received a written offer of employment from Virbac and/or the and/or the Equine Anthelmintic New Joint Development Partner;

provided, however, that, subject to the conditions of continued employment prescribed in this Agreement, this section 46(c) shall not prohibit the Respondents from continuing to employ any employee under the terms of such employee's employment with Respondent(s) prior to the date of the written offer of employment

from Virbac and/or the Equine Anthelmintic New Joint Development Partner to such employee;

(d) until the Closing Date, provide all Equine Anthelmintic Core Employees with reasonable financial incentives to continue in their positions and to market and sell the Equine Anthelmintic Products consistent with past practices and/or as may be necessary to preserve the marketability, viability and competitiveness of the Equine Anthelmintic Product(s) and to ensure successful execution of the pre-Acquisition plans for such Equine Anthelmintic Product(s). Such incentives shall include a continuation of all employee compensation and benefits offered by the Respondents until the Closing Date(s) for the divestiture of the Equine Anthelmintic Product Assets has occurred, including regularly scheduled raises, bonuses, and vesting of pension benefits (as permitted by Law);

provided, however, that, subject to those conditions of continued employment prescribed in this Agreement, this Agreement does not require nor shall be construed to require the Respondents to terminate the employment of any employee or to prevent the Respondents from continuing to employ an employee in connection with the Acquisition; and

(e) for a period of one (1) year from the Closing Date, not:

(i) directly or indirectly, solicit or otherwise attempt to induce any employee of Virbac with any amount of responsibility related to an Equine Anthelmintic Product ("Equine Anthelmintic Product Employee") to terminate his or her employment relationship with Virbac; or

(ii) hire any Equine Anthelmintic Product Employee,

provided, however, that the Respondents may hire any former Equine Anthelmintic Product Employee whose employment has been terminated by Virbac or who independently applies for employment with the Respondents, as long as such employee was not solicited in violation of the nonsolicitation requirements contained herein;

provided further, however, that the Respondents may do the following: (1) advertise for employees in newspapers, trade publications or other media not targeted specifically at the Equine Anthelmintic Product Employees; or (2) hire an Equine Anthelmintic Product Employee who contacts the Respondents on his or her own initiative without any direct or indirect solicitation or encouragement from the Respondents.

[47] The Respondents shall require, as a condition of employment following Divestiture of the Equine Anthelmintic Product Assets, that each Equine Anthelmintic Core Employee retained by the Respondents, his or her direct supervisor(s), and any other employee retained by the Respondents and designated by the Monitor, sign a confidentiality agreement pursuant to which such employee shall be required to maintain all Confidential Information related to the Animal Health Products as strictly confidential, including the nondisclosure of such

information to all other employees, executives or other personnel of the Respondents (other than as necessary to comply with the requirements of this Agreement).

[48] Not later than thirty (30) days after the Closing Date, the Respondents shall provide written notification of the restrictions on the use of the Confidential Information related to the Equine Anthelmintic Products by the Respondents' personnel to all of the Respondents' employees who:

(a) are or were directly involved in the research, Development, manufacturing, distribution, sale or marketing of any of the Equine Anthelmintic Products;

(b) are directly involved in the research, Development, manufacturing, distribution, sale or marketing of Retained Products that contain the same active biological or pharmaceutical ingredient or that are approved for use, or in Development for use, in Field of parasitic worm disease within equines; and/or

(c) may have Confidential Information related to the Equine Anthelmintic Products.

[49] The Respondents shall give such notification by e-mail with return receipt requested or similar transmission, and keep a file of such receipts for one (1) year after the Closing Date. The Respondents shall provide a copy of such notification to Virbac. The Respondents shall maintain complete records of all such agreements at Respondent's registered office within the United States of America and shall provide an officer's certification to the Commissioner stating that such acknowledgment program has been implemented and is being complied with. The Respondents shall provide Virbac with copies of all certifications, notifications and reminders sent to the Respondents' personnel.

C. INTELLECTUAL PROPERTY

[50] The Respondents shall not, in the Geographic Territory:

(a) use the Product Trademarks related to the Equine Anthelmintic Products or any mark confusingly similar to such Product Trademarks, as a trademark, trade name, or service mark;

(b) attempt to register such Product Trademarks;

(c) attempt to register any mark confusingly similar to such Product Trademarks;

(d) challenge or interfere with Virbac's use and registration of such Product Trademarks; or

(e) challenge or interfere with Virbac's efforts to enforce its trademark registrations for and trademark rights in such Product Trademarks against Third Parties;

provided, however, that this section shall not preclude the Respondents from continuing to use all trademarks, tradenames, or service marks that have been in use in commerce on a Retained Product at any time prior to the Effective Date.

[51] For a period commencing on the date this Agreement becomes final and continuing for ten (10) years, the Respondents shall not, without providing advance written notification to the Commissioner, acquire, directly or indirectly, through subsidiaries or otherwise, any Ownership Interest in Virbac or any Person that engages in scientific research, Development, manufacture, distribution, marketing, or selling of the Equine Anthelmintic Product(s).

VIII. THE HRT PRODUCT ARRANGEMENT

[52] During the Paladin Initial Period, Pfizer shall complete the HRT Arrangement with Paladin Labs, in the form attached at **Confidential Schedule "C"** to this Agreement, and such agreement shall become a Remedial Agreement for the HRT Product and is incorporated by reference into this Agreement and made a part hereof; provided that:

(a) if Pfizer fails to complete the HRT Arrangement with Paladin Labs within the Paladin Initial Period, Pfizer shall complete the HRT Arrangement within the Alternate HRT Period with an alternate Acquirer approved by the Commissioner on terms and conditions approved by the Commissioner, and such agreement shall become a Remedial Agreement for the HRT Product and is incorporated by reference into this Agreement and made a part hereof; or

(b) if Pfizer fails to complete the HRT Arrangement with Paladin Labs within the Paladin Initial Period, and fails to complete the HRT Arrangement with an alternate Acquirer as contemplated by section 52(a), the Commissioner shall appoint a Divestiture Trustee to divest the HRT Product Assets in accordance with Part IX of this Agreement.

[53] In the event that Pfizer enters into the HRT Arrangement with Paladin Labs or an alternate Acquirer as contemplated by section 52, and such HRT Arrangement is terminated at any time during the term of this Agreement, Pfizer shall, within ninety (90) days from the date of such termination, enter into the HRT Arrangement with another Acquirer approved by the Commissioner on terms and conditions approved by the Commissioner, failing which the Commissioner shall appoint a Divestiture Trustee to divest the HRT Product Assets in accordance with Part IX of this Agreement.

[54] For a period commencing on the Registration Date and continuing for ten (10) years, the Respondents shall not, without the prior written approval of the Commissioner, directly or indirectly, through subsidiaries or otherwise:

(a) acquire any Ownership Interest in Paladin Labs, any Acquirer contemplated by section 52(a), 52(b) or 53, or any Person that engages in scientific research, Development, manufacture, distribution, marketing, or sale of the HRT Product;

(b) acquire any right or interest in a human health Product indicated for the treatment of vaginal atrophy or an Ownership Interest in any Person with any right or interest in such a product; and

(c) sell, transfer, assign, license or otherwise dispose of any of Pfizer's right or interest in Pfizer's human health Product, Premarin Vaginal Cream, to Paladin Labs, any

Acquirer contemplated by section 52(a), 52(b) or 53, or any Person that engages in scientific research, Development, manufacture, distribution, marketing, or sale of the HRT Product.

IX. DIVESTITURE TRUSTEE

[55] The Commissioner may appoint the Divestiture Trustee two (2) days before the expiry of the applicable Initial Period. The Divestiture Trustee will be a Person with experience and expertise in acquisitions and divestitures. The selection of the Divestiture Trustee by the Commissioner shall be subject to the consent of Pfizer, which consent shall not be unreasonably withheld. If Pfizer has not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the Commissioner to Pfizer of the identity of any proposed Divestiture Trustee, Pfizer shall be deemed to have consented to the selection of the proposed Divestiture Trustee. Immediately following the appointment of the Divestiture Trustee, and prior to the expiry of the Initial Period, the Respondents shall provide the Divestiture Trustee with complete access to all information relevant to the Trustee Assets, including Confidential Information, to facilitate the Divestiture of the Trustee Assets by the Divestiture Trustee.

[56] The Respondents consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

(a) Subject to oversight and approval by the Commissioner only, the Divestiture Trustee shall have the exclusive authority to control the process for the Divestiture of the Trustee Assets and, subject to this Agreement, to accomplish such Divestiture by whatever procedure the Divestiture Trustee believes in its sole discretion is suitable for completing such Divestiture within the Divestiture Trustee Sale Period, or such longer period as directed by the Commissioner.

(b) The Respondents will not be included in the process for the Divestiture of the Trustee Assets, including negotiations, nor will the Respondents have contact with prospective Acquirers except with the prior approval of the Commissioner; however, the Divestiture Trustee may consult with the Respondents in the presence of a representative of the Commissioner when the Divestiture Trustee considers such consultation to be appropriate and the Commissioner consents.

(c) Notwithstanding any term of this Agreement, the Divestiture Trustee's obligations and powers under this Agreement shall not expire until the Divestiture of the Trustee Assets is completed.

(d) The Divestiture Trustee shall execute a confidentiality agreement in a form determined by the Commissioner and shall refrain from communicating any Confidential Information to anyone except to the extent reasonably required to effect the Divestiture of the Trustee Assets.

(e) The Commissioner may extend the Divestiture Trustee Sale Period as the Commissioner considers necessary, in her sole discretion, to effect the Divestiture of the Trustee Assets.

(f) The Divestiture Trustee shall have, subject to any valid claim to a legally recognized privilege, full and complete access to the personnel, books, records and facilities related to the Trustee Assets and to any other information, including Confidential Information, deemed relevant by the Divestiture Trustee to effect the Divestiture of the Trustee Assets. The Respondents shall take no action to interfere with or impede the Divestiture Trustee's efforts to complete the Divestiture of the Trustee Assets.

(g) The Respondents shall fully and promptly respond to all requests from the Divestiture Trustee and shall provide all information the Divestiture Trustee may request. The Respondents shall identify an individual who shall have primary responsibility for responding to such requests from the Divestiture Trustee on behalf of the Respondents.

(h) The Divestiture Trustee shall use commercially reasonable efforts to negotiate favourable terms and conditions for the Divestiture of the Trustee Assets at that time, but, if necessary, shall sell the Trustee Assets at no minimum price. The Divestiture Trustee's opinion of what constitutes favourable terms and conditions is subject to the Commissioner's approval only.

(i) The Divestiture Trustee shall have the sole authority to determine, and the Respondents shall provide, all reasonable and ordinary commercial covenants, representations, warranties and indemnities for the purpose of completing the Divestiture of the Trustee Assets.

(j) The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of the Respondents, and on such reasonable and customary terms and conditions as the Commissioner may set.

(k) The Respondents shall pay all reasonable invoices submitted by the Divestiture Trustee on a monthly basis. Any outstanding monies owed to the Divestiture Trustee by the Respondents shall be paid out of the proceeds of the Divestiture of the Trustee Assets.

(l) The Divestiture Trustee shall have the authority to employ, at the expense of the Respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the Divestiture and all expenses incurred. After approval by the Commissioner of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of the Respondents, and the Divestiture Trustee's power shall be terminated.

(m) The Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection

with the preparation or defence of any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from malfeasance, gross negligence or bad faith by the Divestiture Trustee.

(n) If the Divestiture Trustee ceases to act or fails to act diligently or otherwise in accordance with this Agreement or any agreement between the Commissioner and the Divestiture Trustee, the Commissioner may appoint a substitute Divestiture Trustee in the same manner as provided in this Part IX for the initial Divestiture Trustee.

(o) The Divestiture Trustee shall have no obligation or authority to operate or maintain the Trustee Assets;

(p) The Divestiture Trustee shall report in writing to the Commissioner and the Respondents every sixty (60) days, and upon the Commissioner's request within three (3) days, concerning the Divestiture Trustee's efforts to complete the Divestiture of the Trustee Assets. Such reports shall contain reasonable detail on the steps being taken by the Divestiture Trustee to complete the Divestiture of the Trustee Assets, including but not limited to: the identity of potential Acquirers; the status of negotiations with such potential Acquirers; and any additional information requested by the Commissioner.

(q) The Divestiture Trustee shall notify the Commissioner of any proposed Divestiture of the Trustee Assets. Such notice shall include: the identity of the Proposed Acquirer(s); the details of the proposed Divestiture of the Trustee Assets; information concerning whether, in the view of the Divestiture Trustee, the Proposed Acquirer(s) would likely satisfy the terms of this Agreement; and any additional information requested by the Commissioner.

(r) The Divestiture Trustee shall only Divest the Trustee Assets to an Acquirer or Acquirers as approved in writing by the Commissioner.

(s) If the Commissioner notifies the Divestiture Trustee that she has approved a proposed Divestiture of the Trustee Assets, the Divestiture Trustee shall forthwith notify the Respondents, in writing, of such proposed Divestiture of the Trustee Assets. Such notice shall include the identity of the Proposed Acquirer and the details of the proposed Divestiture of the Trustee Assets. Notwithstanding the foregoing, if the Divestiture Trustee receives *bona fide* offers from more than one Proposed Acquirer, and if the Commissioner determines to approve more than one such Proposed Acquirer, the Divestiture Trustee shall Divest the Trustee Assets to the Proposed Acquirer selected by the Respondents from among those approved by the Commissioner; provided further, however, that the Respondents shall select such Proposed Acquirer within five (5) days after receiving notification of the Commissioner's approval.

(t) The Respondents may not object to or challenge the performance of the Divestiture Trustee's duties under this Agreement or Divestiture of the Trustee Assets by the

Divestiture Trustee on any grounds other than the Divestiture Trustee's malfeasance, gross negligence or bad faith in executing its obligations hereunder. If the Respondents object to the terms and conditions of a Divestiture of the Trustee Assets that has been proposed by the Divestiture Trustee on the grounds of malfeasance, gross negligence or bad faith by the Divestiture Trustee, the Respondents or the Commissioner may apply to the Tribunal for directions, but in no event shall any such dispute serve to suspend the Divestiture Trustee Sale Period.

X. FAILURE OF DIVESTITURE TRUSTEE SALE

[57] If the Divestiture Trustee has not effected the Divestiture of the Trustee Assets at the end of the Divestiture Trustee Sale Period (including any extensions), or if the Commissioner is of the opinion that the Divestiture of the Trustee Assets will not likely be completed prior to the end of the Divestiture Trustee Sale Period, the Commissioner may apply to the Tribunal for such order as is necessary to effect the Divestiture of the Trustee Assets.

[58] The Respondents agree that the Tribunal has jurisdiction to grant such relief as is required to give effect to this Agreement and complete the Divestiture of the Trustee Assets.

XI. REMEDIAL AGREEMENTS

[59] Any Remedial Agreement shall be deemed incorporated into this Agreement.

[60] Any failure by a Respondent to comply with any term of any Remedial Agreement shall constitute a failure to comply with this Agreement.

[61] The Respondents shall include in each Remedial Agreement related to each of the Divestiture Products a specific reference to this Agreement, and provisions to reflect the full scope and breadth of each Respondent's obligations to the Acquirer pursuant to this Agreement.

[62] The Respondents shall also include in each applicable Remedial Agreement a representation from the Acquirer that such Acquirer shall use commercially reasonable efforts to secure the Product Approvals necessary to manufacture, or to have manufactured by a Third Party, in commercial quantities, each such Divestiture Product and to have any such manufacture to be independent of the Respondents, all as soon as reasonably practicable.

[63] The Respondents shall not modify or amend any of the terms of any Remedial Agreement without the prior approval of the Commissioner.

XII. COMPLIANCE

[64] Within five (5) days of the Acquisition, the Respondents shall submit to the Commissioner a letter certifying the date on which the Acquisition occurred.

[65] Within thirty (30) days after the Registration Date, and every sixty (60) days thereafter until the Respondents have fully complied with the following: sections 19, 20, 21, 22, 23, 24, 27 (a)-(c), 29, 30 (a)-(d), 31, 32 and 52, the Respondents shall submit to the Commissioner a

verified written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with this Agreement. The Respondents shall submit at the same time a copy of their report concerning compliance with this Agreement to the Monitor. The Respondents shall include in their reports, among other things that are required from time to time, a full description of the efforts being made to comply with the relevant sections of this Agreement, including a full description of all substantive contacts or negotiations related to the Divestiture of the relevant assets and the identity of all Persons contacted, including copies of all written communications to and from such Persons, all internal memoranda, and all reports and recommendations concerning completing the obligations.

[66] The Respondents shall notify the Commissioner prior to consenting and/or entering into any agreement with, and/or proposing any remedial or other action from, a non-Canadian Governmental Entity that might have the effect of causing the Respondents and/or the Acquirer to sell or otherwise dispose of, any assets or intellectual property rights related to the Animal Health Products that relate to geographic territories outside of Canada. The Respondents shall include in such notification, among other things that may be required by the Commissioner, a full description of all substantive contacts or negotiations related to the sale or disposal of such assets and/or intellectual property rights and the identity of all Persons contacted, including copies of all written communications to and from such Persons, all internal memoranda, and all reports and recommendations concerning the sale and/or disposal of such assets and/or intellectual property rights.

[67] Each year, on the anniversary of the Registration Date for so long as this Agreement remains in force, and at other times as the Commissioner may require, the Respondents shall file a verified written report with the Commissioner setting forth in detail the manner and form in which they have complied and are complying with this Agreement.

[68] The Respondents shall notify the Commissioner at least thirty (30) days prior to:

(a) any proposed dissolution of a Respondent;

(b) any proposed acquisition, merger or consolidation of a Respondent; or

(c) any other change in a Respondent including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Agreement.

[69] For purposes of determining or securing compliance with this Agreement, and, subject to any legally recognized privilege, and upon written request and upon five (5) days notice to any Respondent, such Respondent shall, without restraint or interference, permit any duly authorized representative of the Commissioner:

(a) access, during business office hours of such Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of such Respondent related to compliance with this Agreement, which copying services shall be provided by such Respondent at the request of the

authorized representative(s) of the Commissioner and at the expense of such Respondent; and

(b) to interview officers, directors, or employees of such Respondent, who may have counsel present, regarding such matters.

XIII. NOTIFICATION

[70] Notices, reports and other communications required or permitted pursuant to any of the terms of this Agreement shall be in writing and shall be considered to be given if dispatched by personal delivery, registered mail or facsimile transmission to the parties as follows:

(a) If to the Commissioner:

Competition Bureau
Place du Portage, 21st Floor
50 Victoria Street, Phase I
Gatineau, Québec K1A 0C9
Attention: Commissioner of Competition
Fax: (819) 953-5013

(b) If to the Respondents:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017-5755

Attention: Mark Brotman, Assistant General Counsel
Fax: (212) 573-1445

With a copy to:

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Mark Nicholson and Chris Hersh
Fax: (416) 642-7168 / (416) 640-3017

With a copy to:

Stikeman Elliott LLP
Suite 1600,
50 O'Connor Street
Ottawa, Ontario K1P 6L2

Attention: Lawson Hunter and Susan Hutton

Fax: (613) 230-8877

or to such other street address, individual or electronic communication number or address as may be designated by notice given by any party to the other parties. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery and, if given by registered mail, on the fifth day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery or by electronic communication.

XIV. DURATION

[71] The Respondents shall be bound by the terms of this Agreement:

(a) in respect of obligations set forth hereunder relating to the HRT Product and the HRT Product Assets, for a period of ten (10) years from the Registration Date; and

(b) in respect of obligations set forth hereunder relating to the Animal Health Products, Animal Health Product Assets and the Equine Anthelmintic Product Assets, until the Divestitures of the Animal Health Product Assets and the Equine Anthelmintic Product Assets are effected in accordance with this Agreement, and the related Product Manufacturing Technology has been fully transfered and delivered, or caused to be transferred and delivered, to the applicable Acquirer(s).

XV. GENERAL

[72] **Confidential Schedules "A", "B" and "C"** to this Agreement shall remain confidential at all times during and following the duration of this Agreement.

[73] The Respondents agree to the immediate registration of this Agreement with the Tribunal.

[74] The Commissioner may agree to extend any of the time periods contemplated by this Agreement. In addition, the Respondents, as appropriate, and the Commissioner may mutually agree to amend this Agreement in any manner pursuant to subsection 106(1) of the Act.

[75] Nothing in this Agreement (including the recitals hereto) precludes the Respondents from bringing a future application under section 106 of the Act (or a successor or equivalent provision under the Act) to vary or rescind this Agreement on the grounds that the circumstances that led to the making of this Agreement have changed. The Respondents agree that they shall not, in any such application, contest the Commissioner's present conclusion that the Acquisition is likely to prevent or lessen competition substantially in respect of: the supply of certain animal health pharmaceutical products and certain animal health vaccine products; and the supply of certain human hormone replacement products.

[76] Computation of time periods contemplated by this Agreement shall be in accordance with the *Interpretation Act*, R.S.C. 1985, c. I-21. For the purpose of this Agreement, the definition of "holiday" in the *Interpretation Act* shall be deemed to include Saturday.

[77] This Agreement constitutes the entire agreement between the Commissioner, Pfizer and Wyeth and supersedes all prior agreements with respect to the subject matter hereof.

[78] This Agreement shall be governed by and interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein.

[79] Nothing in this Agreement abrogates the notification obligations set out in Part IX of the Act.

[80] In the event of a dispute regarding the interpretation or application of this Agreement, any of the Commissioner, Pfizer or Wyeth may apply to the Tribunal for an order interpreting any of the provisions of this Agreement. In the event of any conflict or inconsistency between the English language version of this Agreement and the French language version of this Agreement, such conflict or inconsistency shall be resolved in favour of the English language version of this Agreement.

[81] This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same Agreement.

[INTENTIONALLY LEFT BLANK]

The undersigned hereby agree to the registration of this Agreement.

DATED this 14th day of October, 2009.

[Original Signed by "Melanie L. Aitken"]

Melanie L. Aitken
Commissioner of Competition

PFIZER INC.

By: [Original Signed by "Marc Brotman"]

Name: Marc Brotman
Title: Assistant General Counsel

WYETH

By: [Original Signed by "Aryeh Shimon Friedman"]

Name: Aryeh Shimon Friedman
Title: Chief Counsel, Antitrust

CONFIDENTIAL SCHEDULE "A"
ANIMAL HEALTH DIVESTITURE PRODUCT AGREEMENTS

[CONFIDENTIAL]

CONFIDENTIAL SCHEDULE "B"
EQUINE ANTHELMINTIC PRODUCT AGREEMENT

[CONFIDENTIAL]

CONFIDENTIAL SCHEDULE "C"
HRT PRODUCT AGREEMENT

[CONFIDENTIAL]