

No.: 003/2018/TTr.DHĐCĐ

Cantho, 12th March 2018**STATEMENT TO THE ANNUAL GENERAL MEETING OF
SHAREHOLDERS 2017*****(Ref merger plan of DHG Packing and Printing 1 One Member Limited
Company and DHG Pharmaceutical One Member Limited Company into
DHG Pharmaceutical Joint Stock Company)*****Kind Attn to: THE GENERAL MEETING OF SHAREHOLDERS OF DHG PHARMA**

In order to promote and concentrate resources to develop the brand, expand business – investment and unify in management; The Board of Directors ("**BOD**") of DHG Pharmaceutical Joint Stock Company kindly submits to the Annual General Meeting of Shareholders ("**AGM**") for approval on the merger plan of DHG Packaging and Printing 1 One Member Limited Company ("**DHGPP1**") and DHG Pharmaceutical One Member Limited Company ("**DHG PHARMA**") into DHG Pharmaceutical Joint Stock Company ("**DHG**") as follows:

**I. MERGER PLAN OF DHG PACKING AND PRINTING 1 ONE MEMBER LIMITED
COMPANY AND DHG PHARMACEUTICAL ONE MEMBER LIMITED COMPANY
INTO DHG PHARMACEUTICAL JOINT STOCK COMPANY****1. Purpose of the merger plan**

- In its development orientation, DHG Pharmaceutical Joint Stock Company has planned to constantly improves its organization and business management for a higher operating efficiency. Accordingly, DHG Pharmaceutical Joint Stock Company will streamline its management system and save operating costs by merging DHGPP1 and DHG PHARMA into DHG.
- This merger also ensures that DHG Pharmaceutical Joint Stock Company will be able to manufacture and distribute its own pharmaceutical products in accordance with the legal regulations (after completing procedures to increase the foreign ownership ratio) and strengthen the cooperation with major distributors and retailers, with large and reputable customers in the world.

2. Overview of merged parties

Item	DHG Packaging and Printing 1 One Member Ltd., Co. ("DHGPP1")	DHG Pharmaceutical One Member Ltd., Co. ("DHG PHARMA")
Certificate of Business registration	No. 6300215818 was initially issued by the Department of Planning and Investment of Hau Giang Province on 28 th Sept 2012 and amended for the 1 st time on 24 th Oct 2016	No. 6300124430 was initially issued by the Department of Planning and Investment of Hau Giang Province on 16 th Aug 2010 and amended for the 2 nd time on 25 th Aug 2016

Item	DHG Packaging and Printing 1 One Member Ltd., Co. (“DHGPP1”)	DHG Pharmaceutical One Member Ltd., Co. (“DHG PHARMA”)
Investment certificate	No. 642041000007 was initially issued on 28 th Sept 2012 and amended for the 2 nd time on 27 th Oct 2016. The investment certificate granted by the Management Board of Industrial Zones in Hau Giang province is valid for 50 years from the issuance date of the first investment certificate.	No. 642041000005 was initially issued on 16 th Aug 2010 and amended for the 3 rd time on 27 th Jun 2014. The investment certificate granted by the Management Board of Industrial Zones in Hau Giang province is valid for 50 years from the issuance date of the first investment certificate.
Owner	DHG holds 100% stake	DHG holds 100% stake
Board of Members	Ms. Huynh Thi Thu Ha – Chairman	Ms. Pham Thi Viet Nga – Chairman
	Ms. Trinh Thi Ngoc Minh – Member	Mr. Le Chanh Dao – Member
	Ms. Ho Ngoc Khuyen – Member	Mr. Nguyen Hoang Nam – Member
	Mr. Tran Huu Hai – Member	Mr. Nguyen Trung Nghia – Member
	Mr Nguyen Hoang Lam – Member	Ms. Ngo Thi Phuong Loan – Member
Board of Management	Ms. Huynh Thi Thu Ha – Director	Mr. Nguyen Hoang Nam –Director
		Mr. Nguyen Trung Nghia – Deputy Director
		Ms. Ngo Thi Phuong Loan – Deputy Director
Legal representative	Ms. Huynh Thi Thu Ha – Director	Mr. Nguyen Hoang Nam – Director
Head Office	Tan Phu Thanh Industrial Park - phase 1, Tan Phu Thanh Ward, Chau Thanh A Dist., Hau Giang Province, Vietnam.	Lot B2 – B3, Tan Phu Thanh Industrial zone – Phase 1, Tan Phu Thanh Ward, Chau Thanh A Dist., Hau Giang province
Charter capital (VND)	80,000,000,000	540,000,000,000
Key business lines	Manufacturing and trading plastic, aluminum and paper packaging and printing publications.	Manufacturing medicines and pharmaco-chemicals; exporting medicines

Some financial indicators in 2017

Unit: VND Million

Item	DHG PP1	DHG PHARMA
Total assets	144,922.0	999,900.4
Owner’s equity	80,000,0	540,000.0
Account payable	64,922.0	459,900.4
Revenue	225,327.6	1,730,795.6
Profit after tax	34,670.2	783,435.6

Source: Audited Financial Statements 2017 of DHGPP1 and DHG PHARMA

3. Form of merger

DHG Packaging and Printing 1 One Member Limited Company and DHG Pharmaceutical One Member Limited Company shall be merged into DHG Pharmaceutical Joint Stock Company. Accordingly, DHG will inherit the lawful rights and interests of the two companies on the book value at the time of the merger.

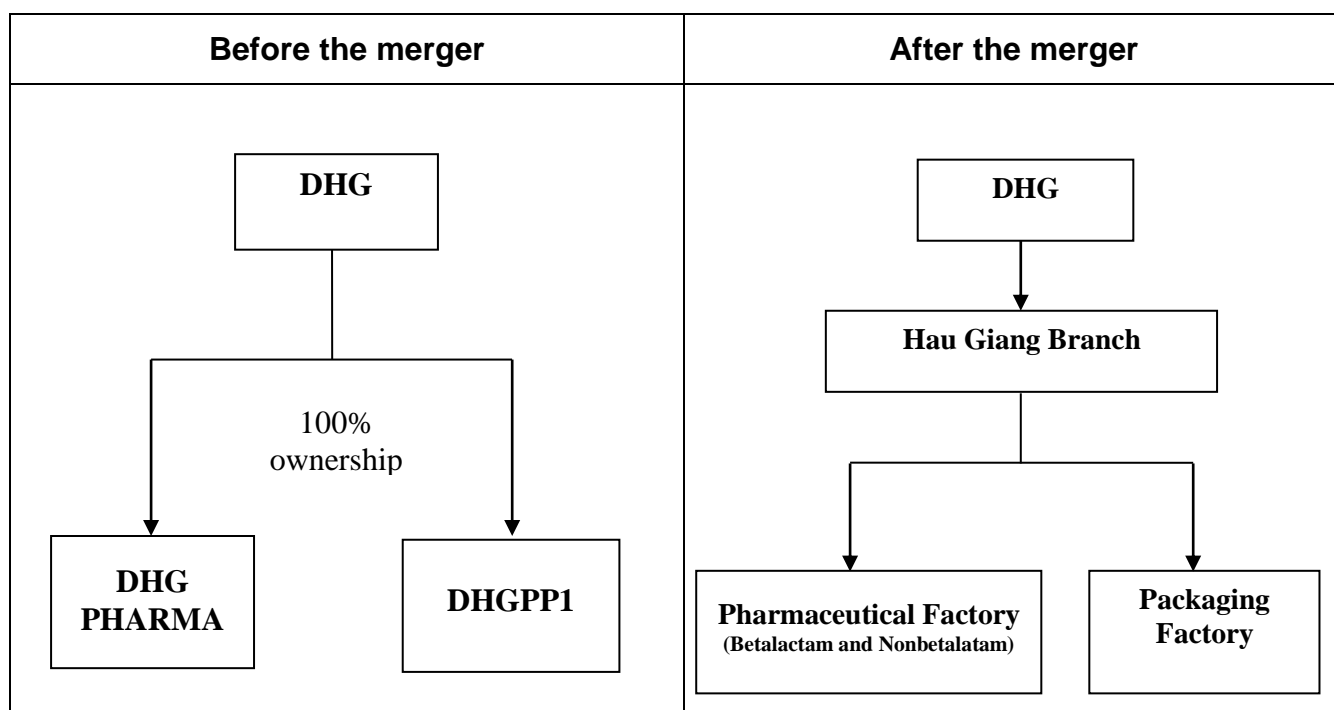
After the merger, DHG will terminate the operation of the two subsidiaries, and Hau Giang Branch, which was established by DHG on 7th Feb 2018, will receive all the handovers from these 2 companies.

4. Organization plan of the Company after the merger

4.1. DHGPP1 and DHG PHARMA's operations after the merger

After the merger, DHG will announce the termination of operation of its two subsidiaries (DHG Packaging and Printing 1 One Member Ltd., Co. and DHG Pharmaceutical One Member Ltd., Co.). These 2 subsidiaries will be handed over to Hau Giang Branch in accordance with the law and the operation of DHG.

Organizational structures of DHG and its 2 subsidiaries before and after the merger:



4.2. Personnel planning

All the employees of DHGPP1 and DHG PHARMA continue to work at Hau Giang Branch. Hau Giang Branch will inherit all the employees, rights and obligations arising from the labor relations of DHGPP1 and DHG PHARMA. Hau Giang Branch can re-arrange the labor (if necessary) and do all stuffs related to the employees as determined by the Branch and pursuant to the law.

4.3. Asset handling and transferring

After the merger plan is approved by DHG's General Meeting of Shareholders, DHG, DHGPP1 and DHG PHARMA will proceed with procedures to complete the merger and transfer of assets in accordance with current law on the basis of the merger contract signed by parties.

5. Business plan after the merger:

After the merger of DHGPP1 and DHG PHARMA into DHG, all business activities of DHG will be remained and developed in accordance with strategies and business plan of the Company.

II. CHARTER OF ORGANIZATION AND OPERATION OF DHG PHARMACEUTICAL JOINT STOCK COMPANY AFTER THE MERGER

DHG has listed on Ho Chi Minh City Stock Exchange so that the Charter of the Company has complied with Sample Charter applied to public companies in accordance with current law. At this AGM, DHG kindly submits to the AGM to adjust and supplement the Charter in accordance with Decree 71 and Circular 95 regarding guidance on corporate governance of public companies. This content is stated on the report No. 005/2018/TTr.DHĐCĐ. After being approved by the AGM, this shall be the Charter of Organization and Operation of DHG after the merger.

III. MERGER CONTRACT BETWEEN DHG PHARMACEUTICAL JOINT STOCK COMPANY AND DHG PACKAGING AND PRINTING 1 ONE MEMBER LIMITED COMPANY; MERGER CONTRACT BETWEEN DHG PHARMACEUTICAL JOINT STOCK COMPANY AND DHG PHARMACEUTICAL ONE MEMBER LIMITED COMPANY;

The BOD kindly submits to the General Meeting of Shareholders for approval on the merger contract between (1) DHG Pharmaceutical Joint Stock Company and DHG Packaging and Printing 1 One Member Limited Company, and the merger contract between (2) DHG Pharmaceutical Joint Stock Company and DHG Pharmaceutical One Member Limited Company (as enclosed). At the same time, the BOD and the Board of Management (BOM) are authorized to negotiate, supplement and sign merger contracts or necessary merger agreement between DHG and its two subsidiaries (DHGPP1 and DHG PHARMA) in accordance with the law.

IV. MERGER TIME

Expected date for merger: no later than 01 Jul 2018

V. IMPLEMENTATION

In order to implement the merger quickly and smoothly, the BOD kindly submits to the AGM to assign the BOD and BOM to implement following tasks (without limit):

1. Negotiating the merger contract

Pursuant to the AGM Resolution for approval on the merger, the BOD of DHG shall complete the merger contract, the Charter of Organization and operation of DHG after the merger.

2. Signing the merger contract

3. Implementing all the necessary procedures to change the information related to the two acquired companies, change the business line of DHG and transfer ownership, land use rights to DHG in accordance with the Laws and the Company's charters, including the following procedures:

- Procedures for supplementing the business lines (packaging) in DHG's Business Registration Certificate;
- Procedures for notifying to cease the operations of the two merged subsidiaries;
- Operational procedures/tax procedures;
- Procedures for the transfer of property ownership and use rights;
- Procedures for modifying the project certificate; and
- Other related procedures.

4. Disclosure of the merger's information

5. Completing tax finalization procedures and obligations to the State, organizations and individuals related to the debts and ceasing the operation of DHGPP1 and DHG PHARMA.

6. Implementing all relevant work, adjusting and handling related issues to implement above Resolution's contents to ensure the most favorable benefits to the Company.

7. The BOD may authorize the General Director, units or individuals to perform one or more of specific tasks mentioned above on case-by-case basis.

Respectfully submits to the AGM for consideration and approval./.

Recipients:

- *As "Kind Attn";*
- *Archived: BOD Secretary, LG*

**ON BEHALF OF THE BOD
CHAIRMAN**

Nguyen Chi Thanh

[NOTICE: This Convocation Notice is a translation of the Vietnamese language original for convenience purpose only, and in the event of any discrepancy, the Vietnamese language original shall prevail.]

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

MERGER AGREEMENT

No.:

This MERGER AGREEMENT ("**Agreement**") was made and signed on [.....] 2018 ("**The Signing Date**") by:

A. THE MERGING PARTY: DHG PHARMACEUTICAL JOINT STOCK COMPANY

Certificate of Business registration No. 1800156801 issued by the Department of Planning and Investment of Can Tho City on September 15th, 2004 and amended for the 24th time on September 01st 2017.

Address: No.288 Bis, Nguyen Van Cu street, An Hoa Ward, Ninh Kieu District, Can Tho City

Tel: (84-292) 389 1433

Fax: (84-292) 389 5209

Tax code: 1800156801

Bank account No.: 116000013998 opened at Vietinbank – Can Tho Branch

The representative: Mr. **DOAN DINH DUY KHUONG**

Title: Acting General Director

And

B. THE MERGED PARTY: DHG PHARMACEUTICAL ONE-MEMBER CO., LTD

Certificate of Business registration No. 6300124430 issued by the Department of Planning and Investment of Hau Giang Province on August 16th, 2010 and amended for the 2nd time on August 25th 2016

Address: Lot B2 – B3, Tan Phu Thanh Industrial zone, Tan Phu Thanh Ward, Chau Thanh A District, Hau Giang province, Vietnam

Tel: (84-293) 953 454

Fax: (84-293) 953 555

Tax code: 6300124430

Bank account No.:

The representative: Mr. **NGUYEN HOANG NAM**

Title: Director

Party A and Party B shall be hereinafter referred to as “**Parties**” collectively and “**Party**” individually.

RECITALS

- A. WHEREAS, Party A is a joint stock company listed on the Ho Chi Minh City Stock Exchange (“**HSX**”) under the ticker symbol DHG and Party B is a one member limited liability company under the ownership of the Party A and the Parties wish to merge Party B with Party A for restructuring, streamlining the workforce and bringing the highest benefits to Party A's shareholders;
- B. The General Meeting of Shareholders (“**GMS**”) of Party A has promulgated the Resolution No.... dated ... to approve (i) the merger of the Party B to the Party A; (ii) the main contents in the merger agreement between the Party A and Party B; and (iii) authorize the Board of Directors (“**BOD**”) and Board of Members (“**BOM**”) to keep negotiating for approval of the Merger Agreement.

Therefore, the Parties have agreed to sign this Contract with the following terms and conditions:

CONTENTS OF THE AGREEMENT

ARTICLE 1: DEFINITION OF MERGER

- 1.1. The term “**Merger**” in this agreement means the Party B will be merged into the Party A by transferring all assets, legitimate rights, obligations (including but not limited in the business rights, land use rights, receivables, payables, other rights and responsibilities arising from the contracts that Party B has signed with any third party, the employment contract between Party B and its employees, etc).
- 1.2. **Merger transaction:** Depending on the fulfillment of the conditions stipulated in Article 2 of this Agreement, Party B shall be merged into Party A and reorganized as follows:
 - a. As Party A owns 100% of Party B's capital, the merger will not affect Party A's chartered capital and total assets (according to book value) as the Parties have ignored asset revaluations during this merger implementation. The merger of Party B into Party A only changes the form of operation of Party B depending on the method of reorganization after the merger decided by Party A.
 - b. After the merger under this Agreement is completed, Party B will cease its operation. All the assets, rights and obligations of Party B (including but not limited to business rights, land use rights, receivables, liabilities, other rights and responsibilities arising from the contracts that Party B has signed with any third party, the employment contract between Party B and its employees, etc) will be transferred completely to Party A, DHG Pharmaceutical Joint Stock Company, and its subordinate branch in Hau Giang province.

- 1.3. **The Effective Date:** The Merger Transaction will be deemed as completed on the date on which all of the following conditions are met:
- a. Party A has received all the hand-overs from Party B; and
 - b. Party A is granted the amended investment certificate by the competent State agency and the notice on the deletion of the merged enterprise's name after Party A submits the notice of termination of Party B's operation as a result of the merger.
- 1.4. At any time after the Effective Date, Party A shall perform any additional operation that is deemed as necessary and appropriate to fulfill the purposes of this Agreement and to allow Party A to take over the rights and ownerships of all the assets, rights, privileges, capabilities and business rights of Party B. However, to avoid misunderstanding, the Parties agree that all of the assets, rights, privileges, capabilities and business rights of Party B, together with all debts, liabilities, obligations, limitations and tax obligations of Party B, shall be transferred to Party A regardless of whether or not Party A has carry out the works stipulated in the Article 1.4 or other actions that Party A must perform after the Effective Date in accordance with other provisions of this Agreement.

ARTICLE 2: CONDITIONS FOR THE MERGER

The merger can only be implemented when all the following conditions are satisfied:

- a. This Agreement is approved by the General Meeting of Shareholders of Party A and the Board of Members of Party B and signed by the authorized representatives of Party A and Party B.
- b. Party A's Charter after the merger are approved by its General Meeting of Shareholders.
- c. Party B has informed about the Merger Transaction and sent related documents to the creditors of Party B, including but not limited to the Banks and credit institutions that offered loans to Party B, Banks, organizations and individuals currently holding the collaterals from Party B and bondholders in the bond purchase contracts that Party B participated.
- d. Party A has informed about the Merger Transaction and sent related documents to the creditors of Party A, including but not limited to the Banks and credit institutions that offered loans to Party A, Banks, organizations and individuals currently holding the collaterals from Party A and bondholders in the bond purchase contracts that Party A participated.
- e. Party A and Party B have notified their employees about the Merger Transaction.
- f. This Merger does not violate regulations on economic concentration in the Competition Law.
- g. The Parties have disclosed necessary information about the Merger

Transaction pursuant to the requirements of the Securities Act.

- h. Party A has received the documents as listed in Article 3.2.(b) below.
- i. Party A and Party B has complied, in all respects, all conditions set out in this Agreement on or before the Effective Date.
- j. On or before the Effective Date, all commitments and assurances of Party A and Party B as set out in this Agreement remain in effect.

ARTICLE 3: MERGER PROCEDURES AND COMPLETION

3.1 The procedures to be completed before the Signing Date:

- a. The GMS of Party A has approved (i) the main contents of this Agreement; Drafted changes in Party A's charter; and (iii) authorizing the BOD of Party A and the BOM of Party B to keep negotiating for approval and signing of the Merger Agreement, pursuant to the GMS Resolution No..... and the Resolution No. dated
- b. Party A and Party B must notify their employees about the Merger Transaction.

3.2 The procedures to be completed after the Signing Date:

Within [15 (fifteen)] days from the Signing Date, Party A and Party B, depending on each case, must complete the following procedures:

- a. Party A and Party B must inform about the merger transaction and sent related documents to their creditors pursuant to the regulations in the contracts and transaction documents signed by Party A and Party B and their creditors.
- b. Party B should send the following documents to Party A:
 - (i) List of Party B's assets and the current status of these assets, including intellectual properties;
 - (ii) List of contracts of Party B (including land lease contracts);
 - (iii) List of business registration certificates, business licenses, certificates of eligibility for operation and land use right certificates of Party B, together with notarized copies of these documents;
 - (iv) List of subsidiaries, associated companies and organizations where Party B owns shares or contributes capital and Party B's corresponding capital contributions in these companies or organizations;
 - (v) List of Part B's employees and its personnel plan after the Effective Date;
 - (vi) List of debts and plans for settlement of debts, transactions and related property obligations; and
 - (vii) Audited financial statements of Party B in the three latest fiscal years.

3.3 The procedures to be completed after the Effective Date:

Party A and Hau Giang Branch must complete the following procedures:

- a. Complete the procedures for being granted the certificate of eligibility for operation and other related procedures;
- b. Complete the handover procedure during the merger as follows: (i) continue the labor contracts with the employees of Party B; (ii) transfer of asset ownership from Party B to Party A, including intellectual properties (if necessary); (iii) changing the name of Party B in the business license, land use certificates ... to Party A; (iv) sign an appendix to amend the contract or sign a new contract to replace the one signed by Party B with a third party (if necessary); and (iv) all other necessary work for the Branch to inherit all the rights and obligations of Party B in accordance with the applicable legal requirements and the provisions of this Agreement;
- c. Complete the procedures for ceasing the operation of Party B after the merger and return its seal.

As the procedure completion will be affected by objective causes from the tax authorities, health and business authorities, land management agencies, industrial park management boards and other agencies involved in the transfer of use, ownership and business rights, the Parties have agreed that regardless Party A completes or fails to complete all the procedures described in Article 3.3, on and from the Effective Date, Party A will inherit all the rights, obligations and responsibilities including but not limited to all the assets, rights, obligations and responsibilities of Party B.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF PARTY B

- 4.1. From the Signing Date to the Effective Date, Party B must ensure that its business operation complies with the following principles:
 - a. Applying all reasonable and necessary resolutions to maintain its operation and keep the business opportunities as before signing this Agreement;
 - b. No payment increases for its employees, contractors, service providers as well as the managerial positions, no capital contribution or share purchase, unless otherwise regulated by the law or in the charters of related parties before signing this Agreement and already notified to Party A;
 - c. Without a written consent from Party A, Party B is not allowed to incur any indebtedness, guarantee or accept any obligations from any third party which will force Party A to take all responsibilities to the third party after the Merger, unless the indebtedness, guarantee or obligation acceptance is a normal part in the operation of the parties prior to the signing of this Agreement;
 - d. Not to change, supplement the policies, order and procedures of management and administration and the rules of taxation, finance, accounting and auditing currently applied for Party B;

- e. Not to amend, supplement, extend, cancel or deliberately violate the terms of the contracts being implemented; Not to accept obligations from third parties or limit its production and business capacity expansion; and
 - f. Use reasonable endeavors to (i) keep the current business operations to be unaffected; (ii) maintain the work of the existing employees; and (iii) maintain the relationships with customers, suppliers, distributors, consultants, licensors, licensees and other individuals and organizations that Party B has business relationships with.
- 4.2. Party B must make accurate, truthful and complete declaration of all of its assets, rights, obligations at the asset transfer time.
 - 4.3. Party B is obliged to fully comply with the legal procedures related to the Merger Transaction as stipulated in this Agreement and the legal regulations.

ARTICLE 5: RIGHTS AND OBLIGATIONS OF PARTY A

- 5.1. Capable of registering to be the sole owner of the newly established Branch after the ownership transfer.
- 5.2. Ensuring that the Branch will take all the obligations and responsibilities of Party B in accordance with the resolution plans set out in this Agreement from the Effective Date of the Merger Transaction.
- 5.3. Completing all legal procedures related to the Merger Transaction as prescribed in this Agreement and the legal regulations.
- 5.4. Resolving related complaints and disputes after the Merging Transaction is completed.
- 5.5. Instructing and supervising the contracts' executions, projects' implementation as well as other activities of Party B. This supervision shall not, in any way, affect the obligations of Party B pursuant to this Agreement.
- 5.6. Copying all resolutions, decisions, statements, reports, contracts, agreements and any correspondence that Party A deems necessary and relevant to the implementation of this Agreement.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 6.1 Each Party represents and warrants to the other Party that:
 - a. The statements and documents contained in this Agreement are correct and complete;
 - b. That Party and/or any of its subsidiaries/affiliates is a company that is lawfully constituted and operating in accordance with the applicable Vietnamese law; and that Party has received all necessary approvals and authorizations for carrying out its business as usual;

- c. That Party commits to have the full authority to enter into and implement this Agreement;
 - d. That Party has all the necessary approvals and permissions in accordance with Vietnamese law, its Charter and internal regulations to exercise its rights and obligations under this Agreement. All the approvals and permissions must remain valid, not be modified or revoked in any event;
 - e. The events, that have occurred resulting in the disposing of the property or obligation of paying debt before the due date for the third parties, shall not be deemed as a breach of the contract of which that Party is a part;
 - f. That Party has the legal right to own all shares and capital contributions in all of its subsidiaries and affiliates as disclosed and informed to the other Party;
 - g. There are no litigations, proceedings or investigations against that Party and/or its subsidiaries or affiliates which may result in the contract nullification and/or affect the capability of fulfilling the conditions in this Agreement; and
 - h. That Party shall inform the other Party of any and all necessary information, comments, approvals, or permissions from the competent State authorities relating to or affecting the implementation of the Merger Transaction under this Agreement or other activities of the related parties.
- 6.2 Each Party shall be liable to indemnify the other Party for any loss or damage resulting from its and its representative's breach of contract.
- 6.3 The Parties commits to endeavor, within their authorities and responsibilities, to obtain all the approvals of the competent Vietnamese authorities to complete the merger transaction in the shortest time.
- 6.4 Each Party shall bear all costs incurred from the preparation of this Agreement and any other expenses incurred within its responsibilities and related to the Merger Transaction, including the fees for attestation of the Agreement and related documents.
- 6.5 The Parties commit to use reasonable endeavors to implement all the terms in this Agreement and shall cooperate in fulfilling all the procedures relating to the implementation of this Agreement at the competent State authorities in accordance with the legal regulations.
- 6.6 In addition to performing the acts permitted under this Agreement, each Party agrees to use reasonable endeavors to perform all necessary or appropriate activities to complete the Merger Transaction in the shortest time.
- 6.7 The Parties shall continue to maintain their usual business activities as before entering into the Agreement in accordance with the provisions of this Agreement.
- 6.8 The Parties shall not undertake any activities likely to cause harm to the performance of contracts which are in force at the signing date of this Agreement.

- 6.9 Party B represents and warrants that before and at the Effective Date, Party B does not issue any debenture and convertible debts to any third party and there is no organization or individual holding any debenture and convertible debts of Party B.

ARTICLE 7: HANDOVER OF ASSET AND PERSONNEL PLAN

- 7.1 Party A will inherit all assets and liabilities from Party B from the Effective date in accordance with the legal regulations, specifically:
- a. The right to use land and assets associated with the land use rights or located on the land that Party B has transferred to Party A from the Effective Date. Party A will complete all necessary procedures to re-sign or adjust the current land lease contract with the lessors of Party B.
 - b. From the Effective Date, Party A have the same ownership as Party B for all trademarks, industrial designs, copyrights or other intellectual properties currently owned by or granted to Party B ("**Intellectual Properties**"). Party A will complete all necessary procedures with third parties and the competent state authorities to take possession of these Intellectual Properties.
 - c. Party A will be bound by any existing contract between Party B and a third party.
 - d. Party A will inherit rights and obligations of tax and other financial rights and obligations to the State of Party B from the Effective Date in accordance with the current legal regulations.
- 7.2 Party A/The Branch will inherit all rights and obligations in the labor contract currently signed between Party B and the Employees of Party B ("**Employees**"), so that the merger transaction will not cause any significant adverse effect to these Employees. All the responsibilities, wages, bonuses, benefits and positions of the Employee will remain unchanged when transferred to the Branch. The Branch and the employees will complete the procedures to re-register the information about the employer in accordance with the law in the labor contract and complete other procedures (if any). For the employees that do not wish to work for the Branch, The Branch will terminate the labor contracts with them under the Vietnamese labor law.
- 7.3 All the documents relating to the organization and operation of Party B from its establishment to the Effective Date shall be transferred to Party A within [30] working days from the Effective Date.

ARTICLE 8: VALIDITY OF CONTRACT

- 8.1 As prescribed in Article 2.a, this Agreement is effective after being signed by the authorized representatives of the Parties
- 8.2 This Agreement shall be terminated in the following cases:
- a. The Merger transaction has been completed as prescribed in Article 1.2 of this Agreement; or
 - b. Upon the written agreement of the Parties on termination of the Contract; or

- c. At the request of Party A or Party B if the terms of the Merged Transaction are not fully satisfied due to breach of obligations, representations and warranties of a Party unless otherwise agreed by the other Party, within [90 (ninety)] days from the date of signing; or
 - d. One or more parties are dissolved or bankrupt in accordance with law.
- 8.3 In the event that this Agreement is terminated in accordance with the above-mentioned reasons, except as required by a Party pursuant to Article 9.2.(c), each party will bear all costs, expenses concerning the signing, execution and termination of this Agreement.
- 8.4 In the event that this Agreement is terminated by one of the parties pursuant to the provisions of Article 9.2.(c), the breaching party shall be liable to indemnify the other Party against damages caused by its or its representatives' breach of contract, but are not limited to all costs and expenses associated with the signing, execution and termination of this Agreement..

ARTICLE 9: GENERAL TERMS AND CONDITIONS

- 9.1. This Agreement shall supersede any prior agreements, negotiations or memorandums of understanding between the Parties relating to the Merger Transaction under this Agreement. The results of these agreements, negotiations, and memorandums will cease to be effective from the Effective Date of this Agreement.
- 9.2. Should any provision of this Agreement be declared invalid or unenforceable by the competent authority for any reason whatsoever, such term shall be excluded from the Agreement provided that such exclusion does not materially affect or substantially alter the contents of this Agreement. The Parties shall negotiate in a spirit of cooperation to reconcile these provisions. Matters not yet provided for in the Agreement will be dealt by negotiations between the parties or in accordance with law.
- 9.3. The Parties represent to assist each other in the implementation of this Agreement's contents, if there is any obstruction, the parties shall negotiate to find the best solution in the spirit of mutual benefit. In the event that the parties fail to reach an agreement within 30 (thirty) days from the date the dispute arises, the dispute shall be resolved at the competent court.
- 9.4. Neither Party may transfer or authorize, in whole or in part, this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Party. This Agreement shall be binding upon and be enforceable on the parties hereto and their authorized successors and transferees.
- 9.5. All other notices and communications related to this merger contract must be in writing and will be deemed as delivered if sent individually or by commercial delivery, or faxed (with confirmation) to the addresses or fax numbers of the Parties (or a different address or fax number as specified in a written notice from a Party):

Sent to Party A:

Address: No. 288 Bis Nguyen Van Cu Street, An Hoa Ward, Ninh Kieu District,
Can Tho City, Vietnam
Tel: 84-(292) 3891 433
Fax: 84-(292) 3895 209
Contact: Mr. **Doan Dinh Duy Khuong** – Acting General Director

Sent to Party B:

Address: Lot B2 – B3, Tan Phu Thanh Industrial Park, Tan Phu Thanh Ward,
Chau Thanh A District, Hau Giang Province.
Tel: 84-(293) 3953 454
Fax: 84-(293) 3953 555
Contact: Mr. **Nguyen Hoang Nam** – Director

Any amendment or supplement to this Agreement must be in writing; be approved by the Board of Directors and the Board of Members of the Parties; and signed by the competent representatives of the Parties.

9.6. The attached appendices are an integral part of the Agreement.

9.7. This Agreement shall be made into 10 (ten) original copies of equal legal validity, each Party shall keep 05 (five) copies for execution.

The date stated in the first page of this Agreement is presumed to be the date that the parties signed to APPROVE THE TERMS IN THIS AGREEMENT.

**ON BEHALF OF
DHG PHARMACEUTICAL JSC
ACTING GENERAL DIRECTOR**

**ON BEHALF OF
DHG PHARMACEUTICAL ONE-
MEMBER CO., LTD
DIRECTOR**

Appendix I – attached to the Agreement

INFORMATION OF THE BRANCH

1. Company name: HAU GIANG BRANCH OF DHG PHARMACEUTICAL JSC
2. Address: Lot B2 – B3, Tan Phu Thanh Industrial zone, Tan Phu Thanh Ward, Chau Thanh A District, Hau Giang province, Vietnam
3. Tel: (84-293) 953 454 Fax: (84-293) 953 555
4. Business lines:

No.	Code	Business lines
1	2100 (Main)	Manufacture of drug, modern drug and herbal drug In detail: Manufacture of drug, modern drug, medicinal ingredients, and herbal drug.
2	7120	Technical testing and analysis In detail: Testing services for raw materials, packaging, finished pharmaceutical products, dietary supplements, cosmetics.
3	4649	Wholesale of other household products. In detail: - Trading of pharmaceutical products manufactured by the company. - Export of pharmaceutical products in accordance with provisions of the Ministry of Health. - Import of finished cosmetics and pharmaceutical products. - Trading, import and export of cosmetics.
4	4632	Wholesale of food In detail: Trading, import and export of dietary supplements, wholesale of dietary supplements.
5	4669	Wholesale of waste and scrap and other products n.e.c In detail: Trading, import and export of pharmaceutical raw materials, auxiliary raw materials for human use.
6	5210	Warehousing and storage Details: Warehousing and storage in frozen warehouse. Warehousing and storage in general warehouse
7	1079	Manufacture of other food product n.e.c In detail: Manufacture of dietary supplements.
8	4659	Wholesale of other machinery and equipment n.e.c In detail: Wholesale of medical equipment and tools, import and export of medical equipment and tools
9	4933	Road freight transport Details: Road freight transport to serve for its business activities

5. Head of the Branch: NGUYEN HOANG NAM
6. Directly under:
7. Operating under the authorization of

- Company name: DHG Pharmaceutical JSC
- Business Code: 1800156801 issued by the Department of Planning and Investment of Can Tho City on September 15th, 2004, and changed for the 24th time on September 01st, 2017.
- Head Office: No.288 Bis, Nguyen Van Cu, An Hoa Ward, Ninh Kieu District, Can Tho City, Vietnam.

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SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

MERGER AGREEMENT

No.

This MERGER AGREEMENT ("**Agreement**") was made and signed on [.....] 2018 ("**The Signing Date**") by:

1. **DHG Pharmaceutical JSC**, a company established and operating under the laws of Vietnam with the Business Registration Certificate No. 1800156801 issued by the Department of Planning and Investment of Can Tho City on September 15th, 2004, changed for the 24th time on September 01st, 2017, locates at 288 Bis Nguyen Van Cu Street, An Hoa Ward, Ninh Kieu District, Can Tho City, Viet Nam and is legally represented by Mr. Doan Dinh Duy Khuong, the Acting General Director of the Company.

(hereinafter referred to as "**Party A**" or "**Merging Company**");

And

2. **DHG PACKAGING AND PRINTING 1 ONE MEMBER LIMITED COMPANY (DHGPP1)**, a company established and operating under the laws of Vietnam with the Business Registration Certificate No. 6300215818 issued by the Department of Planning and Investment of Hau Giang Province on September 28th, 2012 and changed for the 1st time on October 24th, 2016, locates at Tan Phu Thanh Industrial Park, Tan Phu Thanh Ward, Chau Thanh A District, Hau Giang Province, Viet Nam and is legally represented by **Ms. Huynh Thi Thu Ha**, the Director of the Company.

(hereinafter referred to as "**Party B**" or "**Merged Company**").

(Party A and Party B shall be hereinafter referred to as "**Parties**" collectively and "**Party**" individually).

RECITALS

- A. WHEREAS, Party A is a joint stock company listed on the Ho Chi Minh City Stock Exchange ("**HSX**") under the ticker symbol DHG and Party B is a one member limited liability company under the ownership of the Party A and the Parties wish to merge Party B with Party A for restructuring, streamlining the workforce and bringing the highest benefits to Party A's shareholders;
- B. The General Meeting of Shareholders ("**GMS**") of Party A has promulgated the Resolution No.... dated ... to approve (i) the merger of the Party B to the Party A;

(ii) the main contents in the merger agreement between the Party A and Party B; and (iii) authorize the Board of Directors (“**BOD**”) and Board of Members (“**BOM**”) to keep negotiating for approval of the Merger Agreement.

Therefore, the Parties have agreed to sign this Contract with the following terms and conditions:

ARTICLE 1: DEFINITION OF MERGER

- 1.1. The term “**Merger**” in this agreement means the Party B will be merged into the Party A by transferring all assets, legitimate rights, obligations (including but not limited in the business rights, land use rights, receivables, payables, other rights and responsibilities arising from the contracts that Party B has signed with any third party, the employment contract between Party B and its employees, etc).
- 1.2. **Merger transaction:** Depending on the fulfillment of the conditions stipulated in Article 2 of this Agreement, Party B shall be merged into Party A and reorganized as follows:
 - a. As Party A owns 100% of Party B's capital, the merger will not affect Party A's chartered capital and total assets (according to book value) as the Parties have ignored asset revaluations during this merger implementation. The merger of Party B into Party A only changes the form of operation of Party B depending on the method of reorganization after the merger decided by Party A.
 - b. After the merger under this Agreement is completed, Party B will cease its operation. All the assets, rights and obligations of Party B (including but not limited to business rights, land use rights, receivables, liabilities, other rights and responsibilities arising from the contracts that Party B has signed with any third party, the employment contract between Party B and its employees, etc) will be transferred completely to Party A, DHG Pharmaceutical Joint Stock Company, and its subordinate branch in Hau Giang province.
- 1.3. **The Effective Date:** The Merger Transaction will be deemed as completed on the date on which all of the following conditions are met:
 - a. Party A has received all the hand-overs from Party B; and
 - b. Party A is granted the amended investment certificate by the competent State agency and the notice on the deletion of the merged enterprise's name after Party A submits the notice of termination of Party B's operation as a result of the merger.
- 1.4. At any time after the Effective Date, Party A shall perform any additional operation that is deemed as necessary and appropriate to fulfill the purposes of this Agreement and to allow Party A to take over the rights and ownerships of all the assets, rights, privileges, capabilities and business rights of Party B.

However, to avoid misunderstanding, the Parties agree that all of the assets, rights, privileges, capabilities and business rights of Party B, together with all debts, liabilities, obligations, limitations and tax obligations of Party B, shall be transferred to Party A regardless of whether or not Party A has carry out the works stipulated in the Article 1.4 or other actions that Party A must perform after the Effective Date in accordance with other provisions of this Agreement.

ARTICLE 2: CONDITIONS FOR THE MERGER

The merger can only be implemented when all the following conditions are satisfied:

- a. This Agreement is approved by the General Meeting of Shareholders of Party A and the Board of Members of Party B and signed by the authorized representatives of Party A and Party B.
- b. Party A's Charter after the merger are approved by its General Meeting of Shareholders.
- c. Party B has informed about the Merger Transaction and sent related documents to the creditors of Party B, including but not limited to the Banks and credit institutions that offered loans to Party B, Banks, organizations and individuals currently holding the collaterals from Party B and bondholders in the bond purchase contracts that Party B participated.
- d. Party A has informed about the Merger Transaction and sent related documents to the creditors of Party A, including but not limited to the Banks and credit institutions that offered loans to Party A, Banks, organizations and individuals currently holding the collaterals from Party A and bondholders in the bond purchase contracts that Party A participated.
- e. Party A and Party B have notified their employees about the Merger Transaction.
- f. This Merger does not violate regulations on economic concentration in the Competition Law.
- g. The Parties have disclosed necessary information about the Merger Transaction pursuant to the requirements of the Securities Act.
- h. Party A has received the documents as listed in Article 3.2.(b) below.
- i. Party A and Party B has complied, in all respects, all conditions set out in this Agreement on or before the Effective Date.
- j. On or before the Effective Date, all commitments and assurances of Party A and Party B as set out in this Agreement remain in effect.

ARTICLE 3: MERGER PROCEDURES AND COMPLETION

3.1 The procedures to be completed before the Signing Date:

- a. The GMS of Party A has approved (i) the main contents of this Agreement; Drafted changes in Party A's charter; and (iii) authorizing the BOD of Party

A and the BOM of Party B to keep negotiating for approval and signing of the Merger Agreement, pursuant to the GMS Resolution No..... and the Resolution No. dated

- b. Party A and Party B must notify their employees about the Merger Transaction.

3.2 The procedures to be completed after the Signing Date:

Within [15 (fifteen)] days from the Signing Date, Party A and Party B, depending on each case, must complete the following procedures:

- a. Party A and Party B must inform about the merger transaction and sent related documents to their creditors pursuant to the regulations in the contracts and transaction documents signed by Party A and Party B and their creditors.
- b. Party B should send the following documents to Party A:
 - (i) List of Party B's assets and the current status of these assets, including intelletual properties;
 - (ii) List of contracts of Party B (including land lease contracts);
 - (iii) List of business registration certificates, business licenses, certificates of eligibility for operation and land use right certificates of Party B, together with notarized copies of these documents;
 - (iv) List of subsidiaries, associated companies and organizations where Party B owns shares or contributes capital and Party B's corresponding capital contributions in these companies or organizations;
 - (v) List of Part B's employees and its personnel plan after the Effective Date;
 - (vi) List of debts and plans for settlement of debts, transactions and related property obligations; and
 - (vii) Audited financial statements of Party B in the three latest fiscal years.

3.3 The procedures to be completed after the Effective Date:

Party A and Hau Giang Branch must complete the following procedures:

- a. Complete the procedures for being granted the certificate of eligibility for operation and other related procedures
- b. Complete the handover procedure during the merger as follows: (i) continue the labor contracts with the employees of Party B; (ii) transfer of asset ownership from Party B to Party A, including intelletual properties (if necessary); (iii) changing the name of Party B in the business license, land use certificates... to Party A; (iv) sign an appendix to amend the

contract or sign a new contract to replace the one signed by Party B with a third party (if necessary); and (iv) all other necessary work for the Branch to inherit all the rights and obligations of Party B in accordance with the applicable legal requirements and the provisions of this Agreement;

- c. Complete the procedures for ceasing the operation of Party B after the merger and return its seal.

As the procedure completion will be affected by objective causes from the tax authorities, health and business authorities, land management agencies, industrial park management boards and other agencies involved in the transfer of use, ownership and business rights, the Parties have agreed that regardless Party A completes or fails to complete all the procedures described in Article 3.3, on and from the Effective Date, Party A will inherit all the rights, obligations and responsibilities including but not limited to all the assets, rights, obligations and responsibilities of Party B.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF PARTY B

4.1. From the Signing Date to the Effective Date, Party B must ensure that its business operation complies with the following principles:

- a. Applying all reasonable and necessary resolutions to maintain its operation and keep the business opportunities as before signing this Agreement;
- b. No payment increases for its employees, contractors, service providers as well as the managerial positions, no capital contribution or share purchase, unless otherwise regulated by the law or in the charters of related parties before signing this Agreement and already notified to Party A;
- c. Without a written consent from Party A, Party B is not allowed to incur any indebtedness, guarantee or accept any obligations from any third party which will force Party A to take all responsibilities to the third party after the Merger, unless the indebtedness, guarantee or obligation acceptance is a normal part in the operation of the parties prior to the signing of this Agreement;
- d. Not to change, supplement the policies, order and procedures of management and administration and the rules of taxation, finance, accounting and auditing currently applied for Party B;
- e. Not to amend, supplement, extend, cancel or deliberately violate the terms of the contracts being implemented; Not to accept obligations from third parties or limit its production and business capacity expansion; and
- f. Use reasonable endeavors to (i) keep the current business operations to be unaffected; (ii) maintain the work of the existing employees; and (iii) maintain the relationships with customers, suppliers, distributors, consultants, licensors, licensees and other individuals and organizations that Party B has business relationships with.

- 4.2. Party B must make accurate, truthful and complete declaration of all of its assets, rights, obligations at the asset transfer time.
- 4.3. Party B is obliged to fully comply with the legal procedures related to the Merger Transaction as stipulated in this Agreement and the legal regulations.

ARTICLE 5: RIGHTS AND OBLIGATIONS OF PARTY A

- 5.1. Capable of registering to be the sole owner of the newly established Branch after the ownership transfer.
- 5.2. Ensuring that the Branch will take all the obligations and responsibilities of Party B in accordance with the resolution plans set out in this Agreement from the Effective Date of the Merger Transaction.
- 5.3. Completing all legal procedures related to the Merger Transaction as prescribed in this Agreement and the legal regulations.
- 5.4. Resolving related complaints and disputes after the Merging Transaction is completed.
- 5.5. Instructing and supervising the contracts' executions, projects' implementation as well as other activities of Party B. This supervision shall not, in any way, affect the obligations of Party B pursuant to this Agreement.
- 5.6. Copying all resolutions, decisions, statements, reports, contracts, agreements and any correspondence that Party A deems necessary and relevant to the implementation of this Agreement.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 6.1 Each Party represents and warrants to the other Party that:
 - a. The statements and documents contained in this Agreement are correct and complete;
 - b. That Party and/or any of its subsidiaries/affiliates is a company that is lawfully constituted and operating in accordance with the applicable Vietnamese law; and that Party has received all necessary approvals and authorizations for carrying out its business as usual;
 - c. That Party commits to have the full authority to enter into and implement this Agreement;
 - d. That Party has all the necessary approvals and permissions in accordance with Vietnamese law, its Charter and internal regulations to exercise its rights and obligations under this Agreement. All the approvals and permissions must remain valid, not be modified or revoked in any event;
 - e. The events, that have occurred resulting in the disposing of the property or obligation of paying debt before the due date for the third parties, shall not be deemed as a breach of the contract of which that Party is a part;

- f. That Party has the legal right to own all shares and capital contributions in all of its subsidiaries and affiliates as disclosed and informed to the other Party;
 - g. There are no litigations, proceedings or investigations against that Party and/or its subsidiaries or affiliates which may result in the contract nullification and/or affect the capability of fulfilling the conditions in this Agreement; and
 - h. That Party shall inform the other Party of any and all necessary information, comments, approvals, or permissions from the competent State authorities relating to or affecting the implementation of the Merger Transaction under this Agreement or other activities of the related parties.
- 6.2 Each Party shall be liable to indemnify the other Party for any loss or damage resulting from its and its representative's breach of contract.
- 6.3 The Parties commits to endeavor, within their authorities and responsibilities, to obtain all the approvals of the competent Vietnamese authorities to complete the merger transaction in the shortest time.
- 6.4 Each Party shall bear all costs incurred from the preparation of this Agreement and any other expenses incurred within its responsibilities and related to the Merger Transaction, including the fees for attestation of the Agreement and related documents.
- 6.5 The Parties commit to use reasonable endeavors to implement all the terms in this Agreement and shall cooperate in fulfilling all the procedures relating to the implementation of this Agreement at the competent State authorities in accordance with the legal regulations.
- 6.6 In addition to performing the acts permitted under this Agreement, each Party agrees to use reasonable endeavors to perform all necessary or appropriate activities to complete the Merger Transaction in the shortest time.
- 6.7 The Parties shall continue to maintain their usual business activities as before entering into the Agreement in accordance with the provisions of this Agreement.
- 6.8 The Parties shall not undertake any activities likely to cause harm to the performance of contracts which are in force at the signing date of this Agreement.
- 6.9 Party B represents and warrants that before and at the Effective Date, Party B does not issue any debenture and convertible debts to any third party and there is no organization or individual holding any debenture and convertible debts of Party B.

ARTICLE 7: HANDOVER OF ASSET AND PERSONNEL PLAN

- 7.1 Party A will inherit all assets and liabilities from Party B from the Effective date in accordance with the legal regulations, specifically:

- a. The right to use land and assets associated with the land use rights or located on the land that Party B has transferred to Party A from the Effective Date. Party A will complete all necessary procedures to re-sign or adjust the current land lease contract with the lessors of Party B.
 - b. From the Effective Date, Party A have the same ownership as Party B for all trademarks, industrial designs, copyrights or other intellectual properties currently owned by or granted to Party B ("**Intellectual Properties**"). Party A will complete all necessary procedures with third parties and the competent state authorities to take possession of these Intellectual Properties.
 - c. Party A will be bound by any existing contract between Party B and a third party.
 - d. Party A will inherit rights and obligations of tax and other financial rights and obligations to the State of Party B from the Effective Date in accordance with the current legal regulations.
- 7.2 Party A/The Branch will inherit all rights and obligations in the labor contract currently signed between Party B and the Employees of Party B ("**Employees**"), so that the merger transaction will not cause any significant adverse effect to these Employees. All the responsibilities, wages, bonuses, benefits and positions of the Employee will remain unchanged when transferred to the Branch. The Branch and the employees will complete the procedures to re-register the information about the employer in accordance with the law in the labor contract and complete other procedures (if any). For the employees that do not wish to work for the Branch, The Branch will terminate the labor contracts with them under the Vietnamese labor law.
- 7.3 All the documents relating to the organization and operation of Party B from its establishment to the Effective Date shall be transferred to Party A within [30] working days from the Effective Date.

ARTICLE 8: VALIDITY OF CONTRACT

- 8.1 As prescribed in Article 2.a, this Agreement is effective after being signed by the authorized representatives of the Parties.
- 8.2 This Agreement shall be terminated in the following cases:
- a. The Merger transaction has been completed as prescribed in Article 1.2 of this Agreement; or
 - b. Upon the written agreement of the Parties on termination of the Contract; or
 - c. At the request of Party A or Party B if the terms of the Merged Transaction are not fully satisfied due to breach of obligations, representations and warranties of a Party unless otherwise agreed by the other Party, within [90 (ninety)] days from the date of signing; or

- d. One or more parties are dissolved or bankrupt in accordance with law.
- 8.3 In the event that this Agreement is terminated in accordance with the above-mentioned reasons, except as required by a Party pursuant to Article 9.2.(c), each party will bear all costs, expenses concerning the signing, execution and termination of this Agreement.
- 8.4 In the event that this Agreement is terminated by one of the parties pursuant to the provisions of Article 9.2.(c), the breaching party shall be liable to indemnify the other Party against damages caused by its or its representatives' breach of contract, but are not limited to all costs and expenses associated with the signing, execution and termination of this Agreement.

ARTICLE 9: GENERAL TERMS AND CONDITIONS

- 9.1. This Agreement shall supersede any prior agreements, negotiations or memorandums of understanding between the Parties relating to the Merger Transaction under this Agreement. The results of these agreements, negotiations, and memorandums will cease to be effective from the Effective Date of this Agreement.
- 9.2. Should any provision of this Agreement be declared invalid or unenforceable by the competent authority for any reason whatsoever, such term shall be excluded from the Agreement provided that such exclusion does not materially affect or substantially alter the contents of this Agreement. The Parties shall negotiate in a spirit of cooperation to reconcile these provisions. Matters not yet provided for in the Agreement will be dealt by negotiations between the parties or in accordance with law.
- 9.3. The Parties represent to assist each other in the implementation of this Agreement's contents, if there is any obstruction, the parties shall negotiate to find the best solution in the spirit of mutual benefit. In the event that the parties fail to reach an agreement within 30 (thirty) days from the date the dispute arises, the dispute shall be resolved at the competent court.
- 9.4. Neither Party may transfer or authorize, in whole or in part, this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Party. This Agreement shall be binding upon and be enforceable on the parties hereto and their authorized successors and transferees.
- 9.5. All other notices and communications related to this merger contract must be in writing and will be deemed as delivered if sent individually or by commercial delivery, or faxed (with confirmation) to the addresses or fax numbers of the Parties (or a different address or fax number as specified in a written notice from a Party):

Sent to Party A:

Address: No. 288 Bis Nguyen Van Cu Street, An Hoa Ward, Ninh Kieu District, Can Tho City, Vietnam
Tel: 84-(292) 3891 433
Fax: 84-(292) 3895 209
Contact: Mr. **Doan Dinh Duy Khuong** – Acting General Director

Sent to Party B:

Address: Tan Phu Thanh Industrial Park, Tan Phu Thanh Ward, Chau Thanh A District, Hau Giang Province, Vietnam
Tel: 84-(293) 3953 898
Fax: 84-(293) 3953 899
Contact: Ms. **Huynh Thi Thu Ha** – Director

Any amendment or supplement to this Agreement must be in writing; be approved by the Board of Directors and the Board of Members of the Parties; and signed by the competent representatives of the Parties.

9.6. The attached appendices are an integral part of the Agreement.

9.7. This Agreement shall be made into 10 (ten) original copies of equal legal validity, each Party shall keep 05 (five) copies for execution.

The date stated in the first page of this Agreement is presumed to be the date that the parties signed to APPROVE THE TERMS IN THIS AGREEMENT.

**ON BEHALF OF
DHG PHARMACEUTICAL JSC
ACTING GENERAL DIRECTOR**

**ON BEHALF OF
DHG PACKAGING AND PRINTING 1
ONE MEMBER LIMITED COMPANY
DIRECTOR**

5. Head of the Branch: NGUYEN HOANG NAM
6. Directly under:
7. Operating under the authorization of
 - Company name: DHG Pharmaceutical JSC
 - Business Code: 1800156801 issued by the Department of Planning and Investment of Can Tho City on September 15th, 2004, and changed for the 24th time on September 01st, 2017
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