

Mar - 9/25



ASTRAZENECA AB and ASTRAZENECA
 PHARMACEUTICALS (PHILS.), INC.,
 Complainants,
 -versus-
 GLOBE LINK PHARMA, INC. and
 REGISTRADO PARTNERS CORP.,
 Respondents.
 X-----X

IPV No. 10-2012-00005
 For: Patent Infringement, Damages
 and Injunction with applications
 for Temporary Restraining Order
 and/or Preliminary Injunction

NOTICE OF DECISION

✓ **ESGUERRA & BLANCO**
 Counsel for Complainants
 4th and 5th Floor, S & L Building
 Dela Rosa cor. Esteban Sts.
 Legaspi Village, Makati City

*MCB by: A. T. Alcantara
 25 Sept 2013*

ATTY. L. IMPERIAL SAMAR *na and Mondigo*
 Counsel for the Respondent Globe Link Pharma, Inc. 9-26-13
 Unit 807 Antel Global Corporate Center
 92A West Avenue, Barangay Philam
 Quezon City

✓ **KAPUNAN TAMANO JAVIER & ASSOCIATES** *B. Angeles 9/25/13*
 Counsel for the Respondent Registrado Partners Corporation
 Unit 807 Antel Global Corporate Center
 Dona Julia Vargas Avenue, Ortigas Center
 Pasig City

GREETINGS:

Please be informed that Decision No. 2013 - 11 dated September 19, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, September 19, 2013.

For the Director:

Edwin D. Daning
ATTY. EDWIN DANILO A. DANING
 Director III
 Bureau of Legal Affairs

b. GLP shall recall from the market all products containing Eesomeprazole compounds that it sold and distributed, including the materials used in the promotion, sales and distribution of said products containing Eesomeprazole compounds, to be disposed of in such manner as may be deemed appropriate by the First Party;

c. GLP shall not seek to register, obtain a registration for or maintain a registration for products containing Eesomeprazole compounds with the FDA or the IPO until the expiration of the last Eesomeprazole Patent;

d. GLP shall not challenge the use of, nor seek to invalidate the registration of, or file or pursue any opposition to any registration or application for the intellectual property registrations owned by AZAB or its affiliates in relation to products containing Eesomeprazole compounds;

e. GLP shall fully cooperate with the continuing investigation and prosecution of persons or entities involved or engaged in the infringement of AZAB's and AZ Phil's patent, exclusive distributorship and other intellectual property rights; and

f. As soon as commercially reasonable, and in no event later than sixty (60) days after the execution of this Agreement, GLP shall: (i) remove from all internet websites under its control, or over which it may reasonably exercise control, all references to any designation that consists of or products containing Eesomeprazole compounds, including any references that may be contained in metatext; and (ii) cancel all registrations in its possession or under its control for domain names that consist of or contain the term Eesomeprazole.

"3. In case of breach of any of the terms as as described above by GLP or any of its affiliates, officers, agents or assigns, GLP shall pay or cause to be paid to the First Party the sum of FIVE MILLION PESOS (P5,000,000.00) as and by way of non-exclusive liquidated damages, without prejudice to any other available legal remedies.

"4. The parties hereby undertake to file the necessary motion for judgment in IPV Case No. 10-2012-00005 based on this Compromise Agreement, and the Parties agree that this Agreement shall form the basis of an appropriate judgment to be entered in said action. The parties further obligate themselves to do any and all necessary action to cause the approval of this Agreement by the Bureau of Legal Affairs (BLA) Director.

"5. The parties warrant that he signatories hereto have been duly authorized and granted full power and authority to compromise or settle and execute this Agreement and all documents necessary in connection therewith as shown by the attached Secretary's Certificates and Special Power of Attorney which are hereby made integral part of this Agreement.

"6. The Parties represent that they entered into this Agreement freely, voluntarily, in good faith, and with full knowledge and understanding of their rights and obligations hereunder.

"7. The Parties agree to be bound by the terms and conditions of this Agreement, and agree to impose the obligations under this Agreement upon their respective agents,

employees, affiliates, subsidiaries, related companies, licensees, successors in rights and assignees. The parties undertake to transmit the obligations resulting hereof to their respective agents, employees, affiliates, subsidiaries, related companies, licensees, successors in rights and assignees.

"8. The Parties agree that each will bear its own costs and attorney's fees in this matter.

"9. This Agreement has been prepared by the combined efforts of all the Parties and their respective attorneys and may only be amended in writing by a documents so designated and executed by the Parties hereto.

"10. There are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein and this writing represents the entire understanding of the parties. In the event that any portion of this Agreement is adjudged invalid or unenforceable, then the surviving portion of this Agreement shall constitute the Agreement, unless such surviving portions fail to retain the essential understanding between the parties, whereupon the Agreement shall be treated as terminated by mutual consent of the parties.

"11. Waiver by a party of any breach, or failure by a party to enforce the terms and conditions of this Agreement, at any time, shall not in any way affect, limit or waive the right of that party to enforce strict compliance by another party with respect to any other or further breach of any term or condition hereof.

"12. All notices and other communications required or permitted under this Agreement shall be made as follows:

In the case of AZAB and AZ Phils.:

16th Floor, Net 3 Center, 3rd Avenue corner 30th Street, E-Square Zone, Crescent Park West, Bonifacio Global City, Taguig City
Attention: Regional Legal Counsel, Asia Area
Fax: +63 (2) 777 87 96

With a copy to:

Esguerra & Blanco Law Offices
4th Floor, S&L Building, Dela Rosa corner Esteban Streets, Legaspi Village, Makati City 1229
Fax: (632) 8138185

In the case of GLP:

Globe Link Pharma, Inc.
Unit A-3 3rd Floor, Prosperity West Center Building
92-A West Avenue, Quezon City 1104
Fax: (632) 9277705

With a copy to: L. Imperial Samar
Unit A-3 3rd Floor, Prosperity West Center Building
92-A West Avenue, Quezon City 1104"


This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

Accordingly, an approved Compromise Agreement shall have the effect of a decision or judgment on the case between the Complainants and Respondent Globe Link Pharma, Inc. and shall be enforced accordingly in accordance with the pertinent rules of IPO and the Rules of Court.¹

WHEREFORE, premises considered, the Complainants and Respondent Globe Link Pharma, Inc.'s Compromise Agreement is hereby APPROVED. Accordingly, with the approved COMPROMISE AGREEMENT having the force and effect of a decision or judgment, the parties are enjoined to faithfully comply with the terms set forth therein.

SO ORDERED.

Taguig City, 19 September 2013.


Atty. NATHANIEL S. AREVALO
Director IV
Bureau of Legal Affairs

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¹ Office Order No. 154 Series of 2010.