
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, DC 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the month of January 2010

Commission File Number: 0 01 - 32371

SINOVAC BIOTECH LTD.

**No. 39 Shangdi Xi Road
Haidian District
Beijing 100085, People's Republic of China**
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Incorporation by Reference

This 6-K shall be incorporated by reference into the Registrant's Registration Statement on Form F-3 as filed on November 18, 2009 (No. 333-163165).

The Registrant is filing material documents not previously filed.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SINOVAC BIOTECH LTD.

By: /s/ Weidong Yin

Name: Weidong Yin

Title: Chairman and Chief Executive Officer

Date: January 20, 2010

Exhibit Index

Exhibit 99.1 – Equity Joint Venture Contract dated November 22, 2009 between Sinovac Biotech (Hong Kong) Ltd. and Dalian Jingang Group Co., Ltd. (English Translation)

Exhibit 99.2 – Memorandum of Understanding dated November 22, 2009 between Sinovac Biotech (Hong Kong) Ltd. and Dalian Jingang Group Co., Ltd. (English Translation)

Exhibit 99.3 – Equity Interest Transfer Agreement dated December 17, 2009 between Sinovac Biotech (Hong Kong) Ltd. and Dalian Jingang Group Co., Ltd. (English Translation)

Exhibit 99.4 – Press Release

Equity Joint Venture Contract

for the establishment of

Sinovac (Dalian) Vaccine Technology Co., Ltd.

Table of Contents

Chapter I The Parties	1
Chapter II Establishment of Joint Venture	1
Chapter III Purpose, Business Scope and Size	2
Chapter IV Aggregate Investment and Registered Capital	2
Chapter V Contribution Proportion and Deadline of the Parties	2
Chapter VI Responsibilities of the Parties	3
Chapter VII Confidentiality	3
Chapter VIII Board of Directors	3
Chapter IX Supervisors	4
Chapter X Operation and Management Organ	4
Chapter XI Labor Management	5
Chapter XII Insurance	5
Chapter XIII Finance, Accounting, Taxation, Foreign Exchange and Profit Distribution	6
Chapter XIV Amendment, Addition, Change and Termination of Contract	6
Chapter XV Duration, Termination and Liquidation	7
Chapter XVI Liabilities for Breach of Contract	8
Chapter XVII Force Majeure	8
Chapter XVIII Applicable Law and Dispute Settlement	8
Chapter XIX Supplementary Provisions	8

THIS CONTRACT IS MADE AS OF THIS DAY OF NOVEMBER 22, 2009, BY AND BETWEEN THE FOLLOWING TWO PARTIES:

Sinovac Biotech (Hong Kong) Ltd., a limited liability company duly incorporated and existing under the laws of Hong Kong Special Administrative Region of the People's Republic of China ("PRC") with its registration address at Room 1906, Lucky Commercial Centre, 103 Des Voeux Road West, Hong Kong (hereinafter referred to as Party A), and .

Dalian Jingang Group Co., Ltd., a limited liability company duly incorporated and existing under the laws of the PRC with its registration address at 59, Middle Liaohe Road, Dalian Economic-Technological Development Area, PRC (hereinafter referred to as Party B).

The abovementioned Party A and Party B are referred to as "**the Parties**" hereafter.

After friendly negotiation conducted in accordance with the principals of equality and mutual benefit, Party A and Party B, have agreed to establish a Sino-foreign equity joint venture — **Sinovac (Dalian) Vaccine Technology Co., Ltd.** (hereinafter referred to as "**Joint Venture**" or "**the Company**") in Dalian, Liaoning Province, PRC in accordance with the Law of the PRC on Sino-Foreign Equity Joint Ventures, the Company Law of the People's Republic of China and other relevant laws and regulations, and the provision of this Joint Venture Contract.

Chapter I The Parties

Article 1 The Parties to this Contract are:

Party A:	Sinovac Biotech (Hong Kong) Ltd.
Registered at:	Room 1906, Lucky Commercial Centre, 103 Des Voeux Road West, Hong Kong
Contact address:	39, West Shangdi Road, Haidian District, Beijing
Zip code:	100085
Telephone:	010-82799306

Party B:	Dalian Jingang Group Co., Ltd.
Registered at:	59, Middle Liaohe Road, Dalian Economic-Technological Development Area
Contact address:	59, Middle Liaohe Road, Dalian Economic-Technological Development Area
Zip code:	116600
Telephone:	0411-87329410

Chapter II Establishment of Joint Venture

Article 2 The name of the Company shall be " □□□□□□□□□□□□ " in Chinese and "**Sinovac (Dalian) Vaccine Technology Co., Ltd.**" in English.

The legal address of the Company shall be No.36, the Second Shengming Road, DD Port, Dalian Economic-Technological Development Area.

Article 3 The Joint Venture shall be organized as a limited liability company liable for all its debts only with its own property and assets. The liability of each Party shall be limited to the amount of the registered capital subscribed to by it. The rights and interests as well as risks shall be share by the Parties according to the respective percentages of their investments in the registered capital of the Company.

The Joint Venture shall be a legal person under —the laws of the PRC, it shall observe the laws and regulations of the PRC and all of its activities shall be fully protected in accordance with the laws, regulations of the PRC. The Joint Venture shall independently undertake full civil responsibilities as an enterprise entity.

Chapter III Purpose and Business Scope

- Article 4 The purpose of the Company is to research, develop, produce and sell distribute vaccine products, meet the public health demand of China and even the world via providing safe and effective vaccines to the market, help people build up resistance to diseases, and gain sound economic benefits to achieve return on the Parties' investment.
- Article 5 The Business scope of the Company shall include the research, development, registration and production of human vaccines and/or related products, the marketing and distribution of own made products, and the after-sales service for own made products.

Chapter IV Total Investment and Registered Capital

- Article 6 The total investment of the Company shall be RMB 4.5 billion;
- The registered capital of the Company shall be RMB 2 billion.
- A solution shall be found for the balance between the total investment and the registered capital through consultation between the Parties.
- Article 7 The registered capital of the Joint Venture shall not be reduced as long as the Joint Venture exists. However, if reduction is truly needed because of changes concerning total investment, production and operation size, and others, reduction may be made and must be approved by the approving authority.

Chapter V Contribution Proportion and the Timetable

- Article 8 The contribution amount and proportion of the Parties are:
1. Party A shall contribute RMB 60 million (or equivalent foreign currency) in cash , representing thirty percent (30%) of the registered capital of the Company; and
 2. Party B shall make contribution of RMB 140 million in State-owned land use right, plants and machinery equipment (See Appendix for details), representing seventy percent (70%) of the registered capital of the Company.
- Article 9 The registered capital shall be contributed by the Parties within six (6) months after the date that the business license of the Company shall be issued.
- Article 10 Party B is the legal owner of the assets contributed to the Company listed in the Appendix and enjoys the right to use the said as capital contribution.
- Article 11 Each Party may transfer all or any part of its interests in the Company, provided that it obtains the prior written consent of the other Party. When either of the Parties transfers its all or any part interests in the Company, the other Party shall have a preemptive right to purchase the said interests under the same conditions. If either of the Parties transfers its equity of the Joint Venture to a third party, the transfer conditions shall be no more favorable than the conditions for transferring to the other shareholder.

Article 12 The Parties agree: after the Joint Venture is established, if the proportion of the equity of the Company held by Party A is less than 25 percent of the Company's registered capital for any reason, neither "□□" nor "Sinovac" will be used as the Company name, the Joint Venture shall change its name within 30 days since the date when the equity proportion of Party A becomes an accomplished fact.

Chapter VI Responsibilities of the Parties

Article 13 Party A shall be responsible for the followings:

1. pay its contribution in accordance with provisions set forth in Chapter V hereof;
2. go through formalities for vaccine R&D, production, marketing and other issues concerning the Joint Venture together with Party B;
3. assist Party B on all formalities such as approval (including, but not limited to, industrial approval prior to business license and approval for the establishment of the Joint Venture made by foreign investment competent authority), registration, and others;
4. assist the Joint Venture on the recruitment of domestic business managers, technicians, workers and other personnel needed; and
5. be responsible to deal with other issues commissioned by the Joint Venture.

Article 14 Party B shall be responsible for the followings:

1. pay its contribution in accordance with provisions set forth in Chapter V hereof;
2. go through formalities of project establishment, approval, registration, obtaining business license, and other issues concerning the Joint Venture together with Party A;
3. assist the Joint Venture on the liaison and implementation of water, electricity, traffic, communication and other infrastructures;
4. assist the Joint Venture on the application of any possible tariff and taxation reduction and any other benefit or preferential treatment; and
5. be responsible to deal with other issues commissioned by the Joint Venture.

Chapter VII Confidentiality

Article 15 The Parties shall maintain any trade secret or other undisclosed information (referred to as "Information" hereafter) of the other shareholder or its affiliate companies they know during the performance of this Contract in strict confidence, except any of the following circumstances:

1. The Information has been transferred by the owner;
2. The Information has been known to the public;
3. The owner agrees to disclose the Information; and
4. The Information is disclosed under the requirement of laws and regulations.

Chapter VIII Board of Directors

Article 16 The Board of Directors shall be the highest authority of the Company and shall decide all major issues of relating to the management of the business and affairs of the Company. The date on which the Company obtains its Business License shall be the date of establishment of the Board of Directors.

The Board of Directors shall consist of three (3) directors, of which two (2) directors shall be appointed by Party A and one (1) director shall be appointed by Party B. The board of directors shall have one (1) chairman, who shall be appointed by Party A. The term of directors shall be three (3) years and may be renewed with the approval of the Party which appointed such Director. If any director is appointed and replaced, the Board of Directors shall be notified in writing.

Article 17 The Chairman of the Board is the legal representative of the Company. In case that the Chairman is unable to perform his duties, he may delegate any director to perform his duties temporarily.

Article 18 Resolution for any of the following matters shall be adopted by unanimous affirmative vote of all members of the Board present at the Board meeting:

1. Any Changes in the registered capital of the Company;
2. Any amendment or revision to the Company's Articles of Association;
3. Any Dissolution, merger or splitting of the Company;
4. Either of the Parties transfers its equity of the Joint Venture, in whole or in part, to any third party;
5. Any merger or acquisition made by the Company; and
6. Development and implementation of stock ownership plan and/or option plan for senior managers and/or employees.

Article 19 The powers, the holding and calling procedure, the method for conducting business and the voting procedure of the board meeting shall be subject to the Company's articles of association.

Chapter IX Supervisors

Article 20 The Joint Venture shall have two (2) Supervisors and each of them shall be appointed by Party A and Party B respectively.

The term of Supervisors shall be three (3) years and may be renewed with the approval of the Party which appointed such Supervisor.

Article 21 The Supervisors shall have the following powers:

1. To inspect the financial affairs of the Company;
2. To supervise the behavior of the Directors and the senior managements and propose to depose directors or senior officers who violate national statutes, administrative regulations, the articles of association or resolutions of the board meeting;
3. To demand the director or senior management personnel to correct his/her conduct if such conduct has caused damages to the interests of the Company;
4. To file law suit against the director or senior management personnel in accordance with the PRC Laws and Regulations; and
5. Other matters as specified in the Articles of Association.

Chapter X Operation and Management Organ

Article 22 The Company shall adopt a management organization consisting of one general manager, one deputy general manager, one chief financial officer and a number of senior officers. The general manager shall be nominated by the chairman of the Board of Directors and shall be appointed by the Board of Directors. The deputy general manager, chief financial officer and other senior officers shall be recommended by the general manager, shall be appointed by the

board meeting, and shall be responsible for the general manger.

- Article 23 If it is appointed by the board of director, the chairman and directors may hold the office of general manger or other senior offices of the Joint Venture.
- Article 24 The general manager shall be responsible for the board of director, shall execute resolutions made by the board of direction, shall exercise authorities and fulfill duties within the scope of authority granted by the board of director, and shall organize and exercise leadership in routine operation and business management of the Company.
- Personnel in charge of functional departments/rooms shall finish the work concerning their respective departments and handle issues assigned by the general manager and shall be responsible for the general manager and the deputy general manager.
- Article 25 The term of office, authorities and other provisions for the general manager shall be prescribed by the articles of association. The general manager shall have the right to sit in on board meetings.
- Article 26 In case the general manger or any one of senior offices commits an act of graft or serious dereliction of duty, they may be dismissed at any time upon the decision of the board meeting.
- Article 27 The general manager shall submit accounting reports to the Parties according to following schedule:
1. The general manager shall, within the first (1) month of every fiscal year, develop and submit the accounting report unaudited of the last fiscal year; and within the first two (2) months of every fiscal year, develop and submit the accounting report audited of the last fiscal year; and
 2. The general manager shall submit the accounting budget of the next year sixty (60) days ahead of the ending of every fiscal year.

Chapter XI Labor Management

- Article 28 The employment, recruitment, dismissal and resignation of the employees of the Joint Venture and their salary, welfare, labor insurance, labor protection, labor discipline, reward and penalty and other matters shall be handled in accordance with the regulations of labor and social security of the PRC. The plan shall be researched and developed by the board of director, the labor contract shall be executed by the Joint Venture with employees, and labor contract system shall be applied to all employees.
- Once a labor contract is executed, it shall be filed with local labor management department.
- Article 29 The Joint Venture shall pay social insurances including, but not limited to, pension insurance, unemployment insurance, medical insurance, childbirth insurance, and industrial injury insurance for employees in accordance with relevant exiting laws and regulations of China.
- Article 30 The employment, salary, social insurance, welfare, travel expenses and others for senior officers of the Joint Venture shall be discussed and determined by the board of director.

Chapter XII Insurance

- Article 31 All insurances of the Joint Venture shall be bought from insurers in China; and the selection of insurer, risk coverage, insured value, and period of coverage shall be discussed and determined by the board meeting in accordance with provisions of the insurer selected.

Chapter XIII Finance, Accounting, Taxation, Foreign Exchange and Profit Distribution

- Article 32 The financial, accounting system of the Joint Venture shall be developed in accordance with relevant laws and regulations of financial and accounting systems of China based on the Company's situations and shall be filed with local financial and taxation departments. The Joint Venture shall pay taxes in accordance with relevant laws and relations of China and employees of the Joint Venture shall pay individual income tax according to the Individual Income Tax Law of the People's Republic of China.
- Article 33 Calendar year system shall be adopted as the fiscal year of the Joint Venture, i.e. a fiscal year is from January 1 to December 31 of a calendar year. Any self made voucher, report and account book shall be written in simplified Chinese.
- Article 34 The Joint Venture shall submit accounting reports to the Parties, local taxation department and financial department at specified time.
- Article 35 The Parties shall have the right to employ auditors or delegate authorized personnel at its own expense to check the account books, documents and any other material related to the assets and daily operation of the Joint Venture at any time. The Joint Venture shall provide convenience if the said checking is made.
- Article 36 Chinese certified public accountants shall be employed to audit the financial accounting report of the Joint Venture, and the auditor result shall be reported to the board of director and the general manager.
- Article 37 Any issue relating to foreign exchange of the Joint Venture shall be handled subject to the Regulations on the Foreign Exchange System of the People's Republic of China and relevant management methods.
- Article 38 After the income tax is paid according to the law, the profits of the Joint Venture shall be distributed based on following principles:
1. Reserve fund, employees' reward and welfare fund, and enterprise development fund shall be withdrawn with a proportion determined by the board of director;
 2. Except those for making up the loss of the Joint Venture, the reserve fund may be used to increase the capital of the Joint Venture for business expansion provided that it is approved by relevant authority in advance; and
 3. The distributable profits after the three funds are withdrawn as prescribed by item 1 of this article shall be distributed to Parties of the Joint Venture in proportion to their equity held after it is determined by the board of director for distribution.
- Article 39 It is not allowed to distribute profits before losses of the Joint Venture in previous years are not made up.
- Article 40 Profits in previous years that are not distributed can be accounted into the profit of current fiscal year for distribution.

Chapter XIV Amendment, Addition, Change and Termination of Contract

- Article 41 Any amendment or addition to this Contract and its Appendix can be effective only after the Parties reach unanimity, execute written Contract and submit the Contract to the original approving authority for approval.
- Article 42 In case it fails to perform the obligations hereunder, in whole or in part, due to force majeure, the Contract may be amended, changed or terminated provided that there are definite references and evidences, and such amendment, change and termination are passed unanimously by the board of director and approved by the original approving authority.

Chapter XV Duration, Termination and Liquidation

- Article 43 The duration of joint venture shall be 20 years, which is counted from the date when its business license is issued.
- In case the Parties agree to extend the duration of joint venture, written application shall be submitted to the original approving authority six months before the expiration of the duration of joint venture, and the duration can only be extended after being approved; meanwhile change application shall be submitted to the industrial and commercial authority.
- Article 44 The Contract may be terminated in advance in case the Parties deem it will serve the best interests of both parties to do so.
- Article 45 In case the Joint Venture terminates the Contract in advance, it shall be passed unanimously by the board of director and submitted to the original approving authority for approval.
- Article 46 The Joint Venture may be dissolved under any of the following circumstances:
1. The duration of joint venture is expired;
 2. The Parties so agree unanimously;
 3. The Joint Venture suffers serious losses and can not keep operation;
 4. The Joint Venture can not keep operation for either or both of the Parties fail to perform obligations set forth in the Shareholder Contract and the articles of association;
 5. The Joint Venture can not keep operation due to serious losses caused by force majeure;
 6. The Joint Venture fails to achieve the operation purpose and there is no potential for the Joint Venture; and
 7. Other dissolution causes set forth in the Shareholder Contract and the articles of association emerge.
- If circumstances stated in item 2, 3, 5, 6 and 7 of the abovementioned article occur, the dissolution application shall be presented by the board of director and submitted to approving authority for approval; and if circumstance stated in item 4 occurs, application shall be presented by the party that performs the Contract and submitted to approving authority for approval.
- Under the circumstance stated in item 4 of this article, the party that fails to perform the Shareholder Contract, the articles of association shall be liable to compensate the Joint Venture and the non-breaching party for losses incurred thereby; the non-breaching party shall have the right to apply to the approving authority for dissolving the Joint Venture according to the law.
- Article 47 When the Joint Venture announces dissolution, liquidation shall be made. The Joint Venture shall set up a liquidation group in accordance with the Company Law to take charge of liquidation issues.
- Article 48 The tasks for the liquidation group are to complete check the assets, claims and liabilities of the Joint Venture, compile balance sheet and assets list, put forward references for price fixing and calculation, develop liquidation plan, and execute the plan after it is passed by the board meeting.
- Article 49 After the claims, liabilities of the Joint Venture are paid off by the liquidation group, the remaining assets shall be distributed to the Parties in proportion to the equity of Joint Venture held.
- Article 50 On completion of the liquidation, the liquidation group shall submit a liquidation report to the original approving authority; and after it is passed by the board of director, formalities shall be gone through for nullifying registration in the industrial and commercial authority and business license shall be handed in, at the same time, an announcement shall be made to the

public.

- Article 51 When the Joint Venture is dissolved, accounts and documents during joint venture shall be properly kept by Party B, and Party A shall have the right to check them and obtain copies at any time.

Chapter XVI Liabilities for Breach of Contract

- Article 52 In case this Contract and its Appendix can not be performed or can not be fully performed due to the breach of contract by one party, the breaching party shall take the liabilities for breach of contract; if both of the parties break the contract, each of the parties shall take relevant liabilities for breach of contract respectively based on practical situations.
- Article 53 In case the Joint Venture fails to continue operation or achieve the business objective stated in the Contract due to either party does not perform obligations under the Contract and the articles of association, or violates provisions set forth in the Contract and the articles of associations, it shall be deemed that the breaching party terminates the Contract unilaterally.

Chapter XVII Force Majeure

- Article 54 If any party fails to perform the Contract or fails to perform the Contract as per conditions agreed during joint venture due to direct impact produced by earthquake, typhoon, flood, fire, war or any other force majeure that is unforeseeable unavoidable and insurmountable, the party suffered force majeure shall notify the other party immediately and shall provide details of the force majeure as well as effective certification for reasons of failing to perform the Contract, in whole or in part, or requiring extension of performance period within fifteen (15) days, and the said certification shall be issued by a notary organ in the place where the force majeure occurs. Based on the degree of impact on the performance of Contract, whether the Contract is terminated, or the liability of performing a part of Contract is exempted, or the performance period is extended shall be determined by the Parties through consultation.

Chapter XVIII Applicable Law and Dispute Settlement

- Article 55 The formation of this Contract, its validity, interpretation, execution and settlement of any dispute arising hereunder shall be governed by the laws of the PRC.
- Article 56 Any dispute arising from the execution of this Contract shall be settled by the parties through friendly negotiation. In the event the Parties are unable to resolve the dispute through negotiation, the dispute shall be submitted to the China International Economic and Trade Arbitration Committee (CIETAC) located in Beijing for arbitration in accordance with valid arbitration rules of CIETAC. The arbitration award shall be final and binding on the Parties.
- Article 57 In the course of arbitration, this Contract shall be continuously performed by both Parties except the part of this Contract which is under arbitration, the Parties shall exercise rights and perform obligations stipulated by this Contract at a time and in a manner prescribed hereby.

Chapter XIX Supplementary Provisions

- Article 58 Chinese language shall be the uniform language used in office affairs of the Joint Venture.
- Article 59 Any issue not duly covered in this Contract shall be executed in accordance with provisions set forth in the Law of the PRC on Sino-Foreign Equity Joint Ventures, the Regulations for the Implementation of the Law of the People's Republic of China on Chinese-Foreign Equity Joint Ventures and other relevant laws and regulations; in addition, the parties may execute

complementary Contract through friendly consultation as necessary and submit it to the approving authority for approval.

- Article 60 The Appendix hereto is the indispensable part of this Contract and shall possess the same legal validity with this Contract. However, if there is any discrepancy between the Appendix and the Contract, the Contract shall prevail.
- Article 61 The Contract and its Appendix shall become effective upon the approval of the Ministry of Commerce of the PRC (or its authorized approving authority).
- Article 62 In case of any notice delivered or sent by the Parties to the other by facsimile or e-mail involving the rights, obligations of the parties, a written letter shall be sent later for confirmation. The addresses listed in Article 1 hereof are the communication addresses of the Parties.
- Article 63 This Contract is executed by the legal representatives (or duly authorized representatives) of the Parties on November 22, 2009.
- Article 64 This Contract is executed in ten counterparts, and each counterpart shall have the same legal validity. Each Party and the Company shall keep one original and the remaining shall be used for approval by, and registration and filing with relevant government departments and the industrial and commercial authority.

(This page is for the signature of the Shareholder Contract of Sinovac (Dalian) Vaccine Technology Co., Ltd. only, with no text below)

Party A: Sinovac Biotech (Hong Kong) Ltd. [stamped with company chop]

Signature: /s/ Weidong Yin

Title: Chairman

Party B: Dalian Jingang Group Co., Ltd. [stamped with company chop]

Signature: /s/

Title: Chairman

Appendix: Details of Capital Contribution of Party B

1. Land use right:

- 1) Use right of the land that is under the State-Owned Land Use Right Certificate [Hi-tech Park State Use No. 12022 (2005)] and located at [36, Second Shengming Road, DD port, Dalian Economic-Technological Development Area], with an area of [55,605.6 square meters]; and
- 2) Use right of the land that is under the State-Owned Land Use Right Certificate [Large State Use No. 05078 (2008)] and located at [36, Second Shengming Road, DD port, Dalian Economic-Technological Development Area], with an area of [40,080 square meters].

2. House property: houses that are located at [36, Second Shengming Road, DD port, Dalian Economic-Technological Development Area; the addresses of two houses at Kaiyue Apartment shall be subject to their specific locations], with a area of [20,114.51 square meters]; details are as below:

S/N	Certificate No.	Description	Structure	Completion Time	Unit	Floor Area/Volume
1		Factory house, phase I		2003-3-1	M ²	4,238.01
2		Office building	Frame	2003-3-1	M ²	1,627.00
3		Rear service building	Frame	2003-3-1	M ²	1,780.00
4		Laboratory building	Frame	2003-3-1	M ²	1,774.00
5		Substation	Frame	2003-3-1	M ²	314.00
6		Warehouse	Brick-concrete	2003-3-1	M ²	1,295.00
7		Factory house, phase II		2006-6-1	M ²	8,849.00
8		Guard room	Brick-concrete	2003-3-1	M ²	24.00
9		Underground boiler room	Reinforced concrete	2003-3-1	M ²	53.00
10		7, F/21, Flat B, Kaiyue Apartment		2008-10-17	M ²	62.25
11		7, F/27, Flat B, Kaiyue Apartment		2008-10-17	M ²	62.25
12		Dangerous cargo warehouse	Brick-concrete	2003-3-1	M ²	36.00
Total						20114.51

If the floor area of the aforementioned house properties located at 36, Second Shengming Road, DD port, Dalian Economic-Technological Development Area is inconsistent with that stated in the Property Ownership Certificate, Party A and Party B will approve and accept the fact.

3. Machinery equipment: AKTA automatic chromatographic systems, XS2 automatic pharmaceutical container inspection machines, vacuum refrigerating dryers and other machinery equipment, with [1,468] units in total;

4. Current assets: 20 items of raw material, 20 items of turnover material in warehouse, and 522 items of turnover material in use;

5. Party A and Party B confirm and agree that details of the assets of Party B for paying contribution shall be based on assets listed in Liao Guanyu Appraisal No. 0125 [2009] Assets Appraisal Report; and following adjustment have been made by the parties:

- 1) The value of <Inventory — Raw Material Checking List> is RMB 4,460,733, excluding the value of calf serum and new-born calf serum;
- 2) The value of <Development Expense Checking and Appraisal List> is RMB 2,268,000, excluding the value of the invention patent for chicken pox antiserum; and
- 3) The appraisal value of five vehicles including a BMW of <Fixed Assets Vehicle Checking and Evaluation List> is adjusted as the book value.

The value of the assets listed in item 1 through 5 for capital contribution has been verified by Party A, and the parties agree to define the said assets as RMB 1.4 billion of capital contribution through consultation.

MEMORANDUM

This Memorandum is made on 22 November 2009:

BETWEEN:

1. **Dalian Jingang Group Co., Ltd.**, a limited liability company organized and existing under the laws of the People's Republic of China (hereinafter referred to as "Party A"), with its legal address at No. 59, Liaohe Middle Road, Dalian Economic and Technological Development Zone, China; and
2. **Sinovac Biotech (Hong Kong) Ltd.**, a limited liability company duly incorporated and validly existing under the laws of the Hong Kong Special Administrative Region, the People's Republic of China (hereinafter referred to as "Party B"), with its legal address at Room 1906, Lucky Commercial Centre, 103 Des Voeux Road West, Hong Kong.

WHEREAS, Party A and Party B intended to make a joint investment for the establishment of a sino-foreign equity joint venture, Sinovac (Dalian) Vaccine Technology Co., Ltd. (hereinafter referred to as the "Joint Venture"), in Dalian Economic and Technological Development Zone specifically for the production of vaccine, and entered into the "Joint Venture Contract" on 22 November 2009. Both parties have, after friendly consultation, unanimously reached an agreement in respect of their respective equity ratio after the establishment of the Joint Venture, and signed this Memorandum for mutual observance.

1. At the time of the incorporation of the Joint Venture, Party A shall make its capital contribution in the form of lands, properties, machineries and equipment legally obtained by it, holding 70% equity interest of the Joint Venture, whereas Party B shall make its capital contribution

in monetary form, holding 30% equity interest of the Joint Venture.

2. Party A and Party B unanimously confirm and agree that, upon incorporation of the Joint Venture, their respective equity ratio in the Joint Venture will be changed as follows by 31 December 2010: Party A and Party B shall own 45% and 55% equity interests of the Joint Venture, respectively. This equity ratio shall form the basic purpose of both parties for the establishment of the Joint Venture and the key conditions for their cooperation.

3. In order to fulfill the requirement of Article 2 above, both parties agree that they must complete the following in respect of the equity transfer by 31 December 2010:

i. Their respective equity ratio stipulated in Article 2 herein shall be realized by way of the transfer of 25% equity interest of the Joint Venture from Party A to Party B.

ii. Party A and Party B shall enter into an equity transfer agreement, pursuant to which, Party A will transfer the 25% equity interest out of its entire 70% equity interest in the Joint Venture to Party B at a price of RMB50 million, and Party B agrees to accept the transfer of such 25% equity interest.

iii. The equity transfer price of RMB50 million shall be paid by Party B to Party A by 31 December 2010.

iv. Party A and Party B shall jointly complete all formalities in relation to the equity transfer.

4. The other rights and obligations of both parties in the Joint Venture shall be set out in the Equity Joint Venture Contract signed by the parties and the articles of association of the Joint Venture.

5. This Memorandum shall become effective after the Equity Joint Venture Contract between Party A and Party B takes effect.

Party A: Dalian Jingang Group Co., Ltd.

(stamped with company chop)

Authorized Representative: /s/ _____

Position: Chairman

Party B: Sinovac Biotech (Hong Kong) Ltd.

(stamped with company chop)

Authorized Representative: /s/ Weidong Yin _____

Position: Chairman

EQUITY INTEREST TRANSFER AGREEMENT

BY AND BETWEEN

DALIAN JINGANG GROUP CO., LTD.

AND

SINOVAC (HONG KONG) BIOTECH LTD.

**IN RESPECT OF 25% EQUITY INTEREST OF
SINOVAC (DALIAN) VACCINE TECHNOLOGY CO., LTD.**



This Agreement is made on December 17, 2009 in Beijing:

BETWEEN:

1. Dalian Jingang Group Co., Ltd., a limited liability company organized and existing under the laws of the People's Republic of China (hereinafter referred to as the "Transferor")

Legal Address: No. 59, Liaohe Middle Road, Dalian Economic and Technological Development Zone, China

Legal Representative: Kong Zhaoen; position: Chairman; nationality: Chinese

2. Sinovac Biotech (Hong Kong) Ltd., a limited liability company duly incorporated and validly existing under the laws of the Hong Kong Special Administrative Region, the People's Republic of China (hereinafter referred to as the "Transferee")

Legal Address: Room 1906, Lucky Commercial Centre, 103 Des Voeux Road West, Hong Kong

Legal Representative: Yin Weidong; position: Chairman; nationality: Chinese

WHEREAS:

1. Sinovac (Dalian) Vaccine Technology Co., Ltd. (hereinafter referred to as the "Joint Venture") is a sino-foreign equity joint venture duly incorporated and validly existing in Dalian Economic and Technological Development Zone under the laws of the PRC. The Transferor and the Transferee are the parties to the Joint Venture;

2. The Transferor intends to transfer to the Transferee, and the Transferee agrees to accept the transfer of, 25% equity interest of the Joint Venture pursuant to this Agreement.

Based on the principles of equality, willingness and good faith, both parties have unanimously

reached an agreement in respect of the above equity transfer after friendly consultation and entered into this Agreement for mutual observance.

Article 1 Equity Transfer

1.1 The Transferor will transfer to the Transferee, and the Transferee agrees to accept the transfer of, 25% equity interest of the Joint Venture on the terms and conditions set forth herein.

1.2 The price for the equity transfer shall be RMB50 million. The Transferee shall make the payment in a lump sum to the Transferor within three days upon completion of the change of registration for the equity transfer with the industrial and commercial authority.

1.3 Upon completion of the equity transfer, the Transferee shall immediately become the legal owner of the equity interest transferred, and shall enjoy and undertake all rights and obligations associated with the above equity interest pursuant to the requirements of laws, the Equity Joint Venture Contract and articles of association of the Joint Venture (including the distribution of all dividends or other profits that are determined but have not been paid by the Joint Venture on the completion date of the equity transfer).

Article 2 Effectiveness of the Equity Transfer

2.1 Both parties agree to make amendments to the Equity Joint Venture Contract and the articles of association of the Joint Venture in respect of the equity transfer mentioned herein, and submit such amendments to the original approval authority of the Joint Venture for approval by 31 December 2010 (or such other date as may be confirmed by the parties in writing).

2.2 The equity transfer mentioned herein shall become effective once it is approved by the original approval authority of the Joint Venture.

Article 3 Approval of the Equity Transfer and Change of Registration

3.1 Both parties agree that the Transferee shall make an approval application to the approval authority of the Joint Venture in respect of the equity transfer on behalf of the Joint

Venture, and shall complete the change of registration for the equity transfer with the industrial and commercial authority after an approval is given by the approval authority of the Joint Venture.

3.2 The Transferor undertakes that it will offer full cooperation and promptly provide all necessary assistance during the above approval application and registration.

Article 4 Liabilities for Breach

4.1 Any party who does not perform or fully perform its obligations hereunder shall be liable for the breach of this Agreement. If both parties are in default, they shall undertake the corresponding liabilities for the breach, respectively.

4.2 To the extent that the breach can be cured, the defaulting party shall not only indemnify any losses suffered by the other party due to such breach, but also take all possible measures to make remedies as required by the other party.

4.3 To the extent that this Agreement cannot be performed due to the breach or the goal expected by the other party hereto to be fulfilled as a result of the performance of this Agreement is defeated, the other party hereto shall be entitled to discharge this Agreement and demand the defaulting party to make compensation for all losses suffered by it.

Article 5 Modification and Termination of this Agreement

Any amendment to or modification of this Agreement shall be unanimously agreed upon by the parties and made in writing, and shall become effective after all approvals required by applicable laws are obtained.

Article 6 Governing Law and Dispute Resolution

6.1 The formation of this Agreement, its validity, interpretation and performance, as well as dispute resolution, shall be governed by the laws of the People's Republic of China.

6.2 Any disputes arising out of or in connection with this Agreement shall be resolved by

the parties through friendly consultation. In the event that no agreement can be reached through consultation, either party shall refer such dispute to the China International Economic and Trade Arbitration Commission in Beijing for arbitration in accordance with its arbitration rules currently in force at the time when the application for arbitration is made. The arbitral award shall be final and binding upon the parties. The arbitration costs shall be borne by the losing party, unless otherwise ruled by the arbitration tribunal.

Article 7 Force Majeure

7.1 The force majeure referred to herein shall include but not limit to earthquake, storm, flood and fire, and other natural disasters, as well as any event that is not controllable, foreseeable or preventable, such as pestilence, war or riot.

7.2 If this Agreement cannot be performed or fully performed due to force majeure, neither parties shall be liable for the breach of this Agreement.

Article 8 Confidentiality

8.1 All information that are known to each party in connection with the execution of this Agreement shall be confidential. Save for the statutory and public obligations, no party shall divulge any such information to any parties other than the parties hereto without the prior approval of the party who owns the information.

Article 9 Miscellaneous

9.1 If any provision of this Agreement is considered by the judicial or administrative department to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or undermined thereby, and the parties agree to consult each other with sincerity and make appropriate amendments to this Agreement according to the circumstance so as to cope with the initial intention of this Agreement.

9.2 Unless otherwise required by this Agreement, any party failing to make the request for the performance of this Agreement or delaying in making such request shall not be construed as

a waiver of its right.

9.3 This Agreement is executed in 5 originals. Each party shall keep one copy and the remaining three copies shall be submitted for approval and for registration purpose. Each of these copies is regarded as an original, all of which together constitute one and the same instrument.

(No text below)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day first above written .

Party A: Dalian Jingang Group Co., Ltd. (stamped with company chop)

Authorized Representative: /s/ _____

Position: Chairman

Party B: Sinovac Biotech (Hong Kong) Ltd. (stamped with company chop)

Authorized Representative: /s/ Weidong Yin _____

Position: Chairman

Sinovac Announces Recent Developments

BEIJING, January 20, 2010 — Sinovac Biotech Ltd. (NASDAQ: SVA) (“Sinovac” or the “Company”), a leading China-based vaccine manufacturer, today announced the following recent developments.

Dalian Joint Venture

In November 2009, Sinovac, through its wholly owned subsidiary Sinovac Biotech (Hong Kong) Ltd., or Sinovac Hong Kong, entered into an agreement with Dalian Jin Gang Group to establish Sinovac (Dalian) Vaccine Technology Co., Ltd., or Sinovac Dalian. In January 2010, Sinovac established Sinovac Dalian, which will focus on the research, development, manufacturing and commercialization of vaccines, such as rabies, chickenpox, mumps and rubella vaccines for human use. Sinovac will manufacture live attenuated vaccines and vero cell cultured vaccines at the production facilities of Sinovac Dalian. Pursuant to the joint venture agreement, Sinovac Hong Kong will make an initial cash contribution of RMB60 million (\$8.8 million) in exchange for a 30% equity interest in Sinovac Dalian and Dalian Jin Gang Group will make an asset contribution of RMB140 million (\$20.5 million), including manufacturing facilities, production lines and land use rights, in exchange for the remaining 70% interest in Sinovac Dalian. Sinovac Hong Kong has also entered into an agreement with Dalian Jin Gang Group, under which the Company has agreed, subject to the approval of the PRC government, to increase its shareholding in Sinovac Dalian to 55% through purchasing 25% equity interest in Sinovac Dalian from Dalian Jin Gang Group for a consideration of RMB50 million (\$7.3 million) on or before December 31, 2010.

Acquisition of Buildings and Land

Sinovac is in advanced negotiations for the acquisition of buildings, land use rights and utility facilities for a total consideration of approximately RMB120 million (\$17.6 million). The Company plans to set up at this site two new production lines to manufacture the EV71 vaccine and flu vaccines with an annual production capacity of approximately 30 million doses, a filling and packaging line, a warehouse and an animal house. The Company cannot assure you that this acquisition will be completed.

New Vaccine Order

In January 2010, Sinovac received the fifth purchase order for its H1N1 vaccine, Panflu.1, from China’s Ministry of Industry and Information Technology, or MIIT, under the national purchase plan. Under this purchase order, Sinovac is required to deliver to the Chinese central government an additional 8.57 million doses of Panflu.1 (15ug/0.5ml), of which 2.33 million doses are expected to be delivered before March 15, 2010, and the balance 6.23 million doses are to be stockpiled by the government in Sinovac’s warehouse facility. In aggregate, Sinovac has received orders of Panflu.1 from the Chinese government for a total 21.06 million doses, and 10.23 million doses of Panflu.1 have been delivered to date for the Chinese vaccination campaign. In 2009, Sinovac completed the expansion of its production line used to manufacture the seasonal influenza, H1N1 and H5N1 vaccines, thereby increasing its annual production capacity by approximately 60%.

Financial Update

The following is an estimate of Sinovac’s selected preliminary unaudited consolidated financial data for the year ended December 31, 2009. The Company’s financial results for 2009 have not been finalized, and remain subject to the completion of its normal year-end closing procedures and possible change. As a result, its final audited consolidated financial data for 2009 may be materially different from the estimated selected financial data set forth below.

Sinovac estimates that its sales for 2009 were between approximately \$81 million and \$85 million and its gross profit for 2009 was between approximately \$61 million and \$65 million.

Sinovac expects its operating margin for 2009 to increase as a result of a decrease in its selling, general and administrative expenses relative to its sales in 2009 primarily due to economies of scale achieved through increases in its sales as well as an increased portion of its sales to the Chinese government, particularly in the sales of Healive and Panflu.1, which have lower selling expenses attributed to such sales. Sinovac expects the trend of increasing operating margin in the first three quarters of 2009 to be particularly pronounced in the last quarter of 2009 because of a significant increase in Panflu.1 sales to the Chinese government under the purchase program. Furthermore, Sinovac believes the H1N1 outbreak led various Centers for Disease Control and Prevention and the market to place more attention and resources towards H1N1 vaccination and less on other vaccines.

Given the preliminary nature of the estimates of Sinovac, its actual sales and gross profit for 2009 may be materially different from its current expectations. In particular, the above estimates assume the full recognition into Sinovac’s sales revenue in 2009 of the purchase of 10.23 million doses in December 2009 of Sinovac’s Panflu.1 vaccine by MIIT, as part of China’s national purchase plan. Although Sinovac has delivered this shipment and received \$29.3 million in December 2009 in payment based on the agreed pricing terms, there is a risk that MIIT may unilaterally adjust the price and affect the amount of revenue Sinovac may ultimately recognize when it finalizes its financial statements.

In July 2009, Sinovac completed a restructuring by which Sinovac transferred its 71.56% direct equity interest in Sinovac Biotech Co., Ltd., or Sinovac Beijing, to its wholly owned subsidiary Sinovac Hong Kong for no consideration. Because this is a related party transaction, the PRC tax authorities have the authority to adjust the amount of the consideration deemed paid for PRC enterprise income tax purposes to reflect an arm's length amount in accordance with the transfer pricing rules. Such adjustment could result in the recognition by Sinovac of a higher amount of capital gains subject to the PRC enterprise income tax at a rate of 10%. Sinovac's estimated tax liability is approximately \$1.5 million, which is subject to the approval of the PRC tax authorities as they have discretion to assess and determine the final amount. The amount of Sinovac's ultimate tax payment could be higher than the amount estimated, which may adversely affect its net income attributable to stockholders.

In connection with the dividends declared for 2008 and 2009 by Sinovac Beijing to Sinovac Hong Kong, the Company expects to incur in 2009 a withholding tax in an aggregate amount of \$3.1 million, if the withholding tax rate is 10%, or \$2.0 million if Sinovac is successful in obtaining the reduced rate of 5% for the dividends declared for the 2009 fiscal year under the tax arrangement between the PRC and Hong Kong. Whether the favorable rate will be applicable to dividends received by Sinovac Hong Kong from its PRC subsidiaries is subject to the approval of the PRC tax authorities because it is unclear whether Sinovac Hong Kong is considered the beneficial owner of the dividends in substance. The PRC tax authorities have discretion to assess whether a recipient of the PRC-sourced income is only an agent or a conduit, or lacks the requisite amount of business substance, in such a case the application of the tax arrangement may be denied.

The incurrence of the withholding taxes discussed above is likely to adversely affect Sinovac's net income attributable to stockholders in 2009.

About Sinovac

Sinovac Biotech Ltd. is a China-based biopharmaceutical company that focuses on the research, development, manufacture and commercialization of vaccines that protect against infectious diseases. Sinovac's vaccine products include Healive(R) (hepatitis A), Bilive (R) (combined hepatitis A and B), and Anflu(R) (influenza). Panflu(R) and Panflu.1(TM), Sinovac's pandemic influenza vaccine (H5N1) and H1N1 vaccine, have already been approved for government stockpiling. Sinovac is developing vaccines for a number of different infectious diseases including enterovirus 71, pneumococcal disease, Japanese encephalitis, haemophilus influenzae type b (Hib), meningitis, rabies, chickenpox, mumps and rubella. Sinovac is also conducting field trials for independently developed inactivated animal rabies vaccine .

Safe Harbor Statement

This announcement contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact in this announcement are forward-looking statements. These forward-

looking statements involve known and unknown risks and uncertainties and are based on current expectations, assumptions, estimates and projections about the Company and the industry in which the Company operates. The Company undertakes no obligation to update forward-looking statements to reflect subsequent occurring events or circumstances, or to changes in its expectations, except as may be required by law.

For more information, please contact:

Helen G. Yang
Sinovac Biotech Ltd.
Tel: +86-10-8289-0088 x9871
Fax: +86-10-6296-6910
Email: info@sinovac.com

Investors:
Amy Glynn/Stephanie Carrington
The Ruth Group
Tel: +1-646-536-7023/7017
Email: aglynn@theruthgroup.com
scarrington@theruthgroup.com

Media:
Janine McCargo
The Ruth Group
Tel: +1-646-536-7033
Email: jmccargo@theruthgroup.com
