CIRCULAR DATED 5 NOVEMBER 2026

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

This Circular is issued by Quantum Healthcare Limited ("Company").

If you are in any doubt as to the contents of this Circular or the action that you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser(s) immediately.

Unless otherwise defined, capitalised terms appearing on the cover of this Circular bear the same meanings ascribed to them in the section entitled "Definitions" of this Circular.

If you have sold or transferred all your Shares in the capital of the Company held through the CDP, you need not forward the Notice of EGM, accompanying Proxy Form, and Request Form to the purchaser or transferee as arrangements will be made by CDP for a separate Notice of EGM, accompanying Proxy Form, and Request Form to be sent to the purchaser or transferee. If you have sold or transferred all your Shares represented by physical share certificate(s), you should immediately forward the Notice of EGM, accompanying Proxy Form, and Request Form to the purchaser or transferee, or the bank, stockbroker or agent through whom the sale or transfer was effected for onward notification to the purchaser or transferee. This Circular, together with the Notice of EGM, the accompanying Proxy Form and Request Form, may also be accessed on the website of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") at https://www.sgx.com/securities/company-announcements and the Company's website at https://www.quantumhealthcare.com.sg/.

A printed copy of this Circular will NOT be despatched to Shareholders. Accordingly, only hardcopies of the Notice of EGM, accompanying Proxy Form and Request Form will be sent to Shareholders. Shareholders who wish to obtain a printed copy of this Circular should complete the Request Form and return it to the Company by post to the registered office of the Company at 100 Tras Street, #11-03, 100AM, Singapore 079027 or via email to ir.sg@quantumhealthcare.com.sg, no later than 10.30 a.m. on 12 November 2026.

Your attention is drawn to Section 20 of this Circular entitled "Actions to be Taken by Shareholders" in respect of actions to be taken if you wish to participate at the EGM.

This Circular has been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. ("**Sponsor**"). This Circular has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this Circular, including the correctness of any of the statements or opinions made or reports contained in this Circular.

The contact person for the Sponsor is Ms Foo Jien Jieng, 16 Collyer Quay, #10-00, Collyer Quay Centre, Singapore 049318, sponsorship@ppcf.com.sg.

QUANTUM HEALTHCARE LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration Number: 202218645W)

CIRCULAR TO SHAREHOLDERS IN RELATION TO

(1) THE PROPOSED DISPOSAL OF THE ENTIRE ISSUED AND PAID-UP SHARE CAPITAL OF QT VASCULAR LTD., A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY, TO EP SYSTEMS SDN. BHD. AS A MAJOR TRANSACTION;

(2) THE PROPOSED ADOPTION OF THE QUANTUM PSP 2026; AND

(3) THE PROPOSED PARTICIPATION BY DR GIAN SIONG LIN JIMMY, A CONTROLLING SHAREHOLDER, IN THE QUANTUM PSP 2026

IMPORTANT DATES AND TIMES:

Last date and time for lodgement of Proxy Form	:	17 November 2026 at 10.30 a.m.
Date and time of EGM	:	20 November 2026 at 10.30 a.m.
Place of EGM	:	133 New Bridge Road, Chinatown Point, #21-06, Singapore 059413

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In this Circular, the following definitions shall apply throughout unless the context otherwise requires or otherwise stated:

"**Act**"	:	The Companies Act 1967 of Singapore
"**Adoption Date**"	:	The date on which the Quantum PSP 2026 is approved by Shareholders in general meeting
"**APOA**"	:	The asset purchase and option agreement dated 23 May 2018 entered into between the QTV Group, TriReme USA, Teleflex and Teleflex Incorporated, further details of which are set out in Section 5.2 of this Circular
"**Arbitral Award**"	:	Has the meaning ascribed to it in the definition of "InnoRa Dispute" in this Circular
"**Associate**"	:	(a) In relation to any individual, including a director, chief executive officer, substantial shareholder or controlling shareholder (being an individual) means: (i) his immediate family; (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and (b) In relation to a substantial shareholder or a controlling shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
"**Auditors**"	:	The auditors of the Company for the time being
"**Award(s)**"	:	A contingent award of Shares granted pursuant to the Quantum PSP 2026
"**Award Date**"	:	The date on which an Award is granted to a Participant pursuant to the Quantum PSP 2026
"**Board**"	:	The board of Directors of the Company as at the date of this Circular

"**Business Day**"	:	A day (other than Saturday, Sunday and gazetted public holidays) on which banks are open for business in Singapore
"**Catalist**"	:	Catalist, the sponsor-supervised board of the SGX-ST
"**Catalist Rules**"	:	The Listing Manual Section B: Rules of Catalist of the SGX-ST, as may be amended, modified or supplemented from time to time
"**CDP**"	:	The Central Depository (Pte) Limited
"**Circular**"	:	This circular to Shareholders dated 5 November 2026
"**Committee**"	:	A committee comprising Directors duly authorised and appointed by the Board to administer the Quantum PSP 2026 which, unless the Board determines otherwise, shall be the Remuneration Committee
"**Company**"	:	Quantum Healthcare Limited
"**Complaint**"	:	Has the meaning ascribed to it in the definition of "InnoRa Dispute-Related Liabilities" in this Circular
"**Completion**"	:	Completion of the Proposed Disposal in accordance with the terms of the SPA
"**Conditions Precedent**"	:	The conditions precedent to Completion under the SPA, as set out in Section 2.6 of this Circular
"**Constitution**"	:	The constitution of the Company as may be amended, modified or supplemented from time to time
"**Contingent Proceeds**"	:	Has the meaning ascribed to it in Section 5.2 of this Circular
"**Control**"	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of the Company
"**Controlling Shareholder**"	:	A person who: (a) holds directly or indirectly 15% or more of the total number of issued voting Shares (excluding treasury shares and subsidiary holdings) in the Company. The SGX-ST may determine that a person who satisfies this paragraph is not a controlling shareholder; or

		(b) in fact exercises Control over the Company
"**Director**"	:	A director of the Company (whether executive or non-executive) as at the date of this Circular and the term "Directors" shall be construed accordingly
"**Dr Jimmy Gian**"	:	Dr Gian Siong Lin Jimmy, the Executive Chairman and Chief Executive Officer of the Company, and a Controlling Shareholder
"**EGM" or "Extraordinary General Meeting**"	:	The extraordinary general meeting of the Company to be held at 133 New Bridge Road, Chinatown Point, #21-06, Singapore 059413 on 20 November 2026 at 10.30 a.m., notice of which is set out in pages N-1 to N-4 of this Circular
"**EPS**"	:	Earnings per Share
"**Final Milestone Payment**"	:	Has the meaning ascribed to it in the definition of "InnoRa Dispute-Related Liabilities" in this Circular
"**FY**"	:	Financial year ended or ending 31 December, as the case may be
"**FY2021**"	:	The financial year ended 31 December 2021
"**FY2025**"	:	The financial year ended 31 December 2025
"**G Vascular**"	:	G Vascular Private Limited
"**Genesis MedTech**"	:	Genesis MedTech International Private Limited
"**Group**"	:	The Company and its subsidiaries, collectively, and each a "**Group Company**"
"**Group Employee**"	:	Any confirmed full-time employee of the Group, including any Group Executive Director, but excluding any Group Non-Executive Director
"**Group Executive Director**"	:	Any director of a Group Company who performs an executive function
"**Group Non-Executive Director**"	:	Any director of a Group Company other than a Group Executive Director

"**GV APA**"	:	The asset purchase agreement dated 24 August 2020 entered into amongst, *inter alia*, QTV, TriReme USA, G Vascular and Genesis MedTech, further details of which are set out in Section 5.2 of this Circular
"**HY2026**"	:	The six (6)-month financial period ended 30 June 2026
"**Independent Valuer**"	:	Navi Corporate Advisory Pte. Ltd., the independent valuer appointed by the Company in connection with the Proposed Disposal
"**InnoRa**"	:	InnoRa GmbH
"**InnoRa Dispute**"	:	Refers to the legal proceedings previously taken by InnoRa against the QTV Group and/or TriReme USA to claim certain royalty payments following the disposal of Chocolate Touch® to G Vascular under the GV APA, which was resolved by an arbitral award ("**Arbitral Award**") issued by the American Arbitration Association International Centre for Dispute Resolution on 26 July 2023
"**InnoRa Dispute-Related Liabilities**"	:	Refers to certain liabilities arising from or in connection with the InnoRa Dispute which the QTV Group and/or TriReme USA are or may be subject to, including, *inter alia*: (i) the provision of S$754,000 made as at 31 December 2025 and 30 June 2026 in respect of certain contingent liabilities which may accrue to the QTV Group and/or TriReme USA due to the InnoRa Dispute, comprising their obligation or liability, namely (A) to pay a final milestone payment of EUR500,000 originally contracted to be paid, which was due within six (6) weeks of receipt of the United States Food and Drug Administration approval for Chocolate Touch® ("**Final Milestone Payment**"), (B) to accrue simple interest of 10% per annum from the due date of 16 December 2022 until the date the payment is made to InnoRa, and (C) to reimburse InnoRa for the sum of US$119,875 to cover the administrative fees payable to the American Arbitration Association International Centre for Dispute Resolution; (ii) any further claim(s) to be made by InnoRa against the relevant companies within the QTV Group and/or TriReme USA in relation to the InnoRa Dispute, including any further arbitration proceeding or other legal action to be taken by InnoRa arising from a separate complaint previously filed by InnoRa with a state court in California ("**Complaint**"), in respect of which the state court granted QTV's motion to dismiss InnoRa's action and compel arbitration on 24 April 2023; and (iii) the outstanding legal fees of US$2,168,879 incurred in connection with the InnoRa Dispute and/or the Complaint remaining due and owing to US legal counsel, the liability for which rests with QTV ("**Outstanding Legal Fees**")
"**IVAS**"	:	The Institute of Valuers and Appraisers, Singapore

"**Latest Practicable Date**"	:	30 October 2026, being the latest practicable date prior to the date of issue of this Circular
"**Legacy Business**"	:	Has the meaning ascribed to it in Section 4.3 of this Circular
"**Long-Stop Date**"	:	31 December 2026, or such other date as the Company and the Purchaser may agree in writing
"**LPS**"	:	Loss per Share
"**Market Day**"	:	A day on which the SGX-ST is open for trading in securities
"**Moratorium Period**"	:	The period commencing from Completion up to and including 15 May 2027, further details of which are set out in Section 2.9 of this Circular
"**New Trustee**"	:	The Company or such other person as designated by the Company, to hold the Trust Assets on trust as bare trustee for the QTV Entitled Shareholders in place of QTV
"**Notice of EGM**"	:	The notice of EGM as set out in pages N-1 to N-4 of this Circular
"**NTA**"	:	Net tangible assets
"**NTL**"	:	Net tangible liabilities
"**Ordinary Resolutions**"	:	The ordinary resolutions set out in the Notice of EGM, and "**Ordinary Resolution 1**", "**Ordinary Resolution 2**" and "**Ordinary Resolution 3**" shall be construed accordingly
"**Outstanding Legal Fees**"	:	Has the meaning ascribed to it in the definition of "InnoRa Dispute-Related Liabilities" in this Circular
"**Participant**"	:	A person who is selected by the Committee to participate in the Quantum PSP 2026 in accordance with the rules thereof
"**Performance Period**"	:	The period during which the Performance Targets shall be satisfied
"**Performance Target**"	:	The performance targets prescribed by the Committee to be fulfilled by a Participant for any Performance Period under the Quantum PSP 2026

"**Potential Remaining IP Assets**"	:	Has the meaning ascribed to it in Section 4.6 of this Circular
"**Proposals**"	:	Has the meaning ascribed to it in Section 1.4 of this Circular
"**Proposed Adoption of the PSP**"	:	The proposed adoption of the Quantum PSP 2026
"**Proposed Controlling Shareholder Participation**"	:	The proposed participation by Dr Jimmy Gian, the Executive Chairman and Chief Executive Officer of the Company, and a Controlling Shareholder, in the Quantum PSP 2026
"**Proposed Disposal**"	:	The proposed disposal by the Company to the Purchaser of the Sale Shares on the terms and subject to the conditions of the SPA
"**Proxy Form**"	:	The proxy form in respect of the EGM as set out in pages P-1 to P-2 of this Circular
"**Purchaser**"	:	EP Systems Sdn. Bhd.
"**Purchaser Undertakings**"	:	Has the meaning ascribed to it in Section 3.2 of this Circular
"**QTV**"	:	QT Vascular Ltd., a wholly-owned subsidiary of the Company as at the Latest Practicable Date
"**QTV Entitled Shareholders**"	:	The shareholders of QTV who were registered as such as at 5:00 p.m. on 12 January 2022
"**QTV Group**"	:	QTV, TriReme Singapore and Quattro, collectively, and, for the avoidance of doubt, includes QTV's shareholding interest in TriReme USA
"**Quantum PSP 2026**"	:	The proposed Quantum Healthcare Limited Performance Share Plan 2026, the rules of which are set out in **Annex B** to this Circular
"**Quattro**"	:	Quattro Vascular Pte Ltd, a wholly-owned subsidiary of QTV
"**Record Date**"	:	The date as at the close of business (or such other time as may have been prescribed by the Company) on which Shareholders must be registered in order to participate in the dividends, rights, allotments or other distributions (as the case may be)

"**Remuneration Committee**"	:	The remuneration committee of the Company from time to time
"**Request Form**"	:	The request form to be submitted by Shareholders who may wish to request for a printed copy of this Circular
"**Restructuring" and "Scheme**"	:	The restructuring and the scheme of arrangement, respectively, pursuant to which, *inter alia*, QTV became a wholly-owned subsidiary of the Company and the Shares were listed on Catalist on 29 July 2022, further details of which are set out in Section 4.1 of this Circular
"**S$" and "cents**"	:	Singapore dollars and cents, respectively, the lawful currency of the Republic of Singapore
"**Sale Price**"	:	S$1.00, being the consideration payable by the Purchaser to the Company for the Sale Shares under the SPA
"**Sale Shares**"	:	6,893,072,508 ordinary shares in the capital of QTV, representing 100% of the issued and paid-up share capital of QTV
"**Securities Account**"	:	A securities account maintained by a Depositor with CDP, but does not include a securities sub-account maintained with a Depository Agent
"**SFA**"	:	The Securities and Futures Act 2001 of Singapore
"**SFRS(I) 2**"	:	Singapore Financial Reporting Standards (International) 2
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited
"**Share Registrar**"	:	Tricor Barbinder Share Registration Services, being the share registrar of the Company
"**Share(s)**"	:	Ordinary share(s) in the issued and paid-up share capital of the Company
"**Shareholders**"	:	The registered holders of the Shares in the register of members of the Company, except where the registered holder is CDP, the term "Shareholders" shall, in relation to such Shares and where the context so admits, mean the Depositors whose Securities Accounts are credited with such Shares

"**SPA**"	:	The sale and purchase agreement dated 8 October 2026 entered into between the Company and the Purchaser in relation to the Proposed Disposal
"**Sponsor**"	:	PrimePartners Corporate Finance Pte. Ltd., the Company's continuing Catalist sponsor
"**SRS**"	:	Supplementary Retirement Scheme
"**SRS Investors**"	:	Investors who have purchased Shares using their SRS contributions pursuant to the SRS
"**Summary Valuation Report**"	:	Has the meaning ascribed to it in Section 7.2 of this Circular
"**Takeover Fee**"	:	The fee of S$150,000 payable by the Company to the Purchaser under the SPA, further details of which are set out in Section 3.1 of this Circular
"**Teleflex**"	:	Teleflex Life Sciences Unlimited Company
"**Teleflex Option**"	:	Has the meaning ascribed to it in Section 5.2(a) of this Circular
"**Teleflex Option Product**"	:	Has the meaning ascribed to it in Section 5.2(a) of this Circular
"**Teleflex Sold Products**"	:	Has the meaning ascribed to it in Section 5.2(a) of this Circular
"**TriReme Singapore**"	:	TriReme Medical (Singapore) Pte Ltd, a wholly-owned subsidiary of QTV
"**TriReme USA**"	:	TriReme Medical LLC
"**Trust Assets**"	:	The Contingent Proceeds held by QTV on trust for the QTV Entitled Shareholders pursuant to the Trust Deed, further details of which are set out in Section 5 of this Circular
"**Trust Deed**"	:	The trust deed dated 13 January 2022 executed by QTV in connection with the Restructuring
"**Undertaking**"	:	The undertaking previously given by QTV to the SGX-ST in connection with the Scheme, further details of which are set out in Section 9.3 of this Circular

"**Valuation**"	:	Has the meaning ascribed to it in Section 7.1 of this Circular
"**Valuation Report**"	:	The valuation report dated 30 October 2026 issued by the Independent Valuer in connection with the Proposed Disposal
"**Vesting**"	:	In relation to Shares in respect of which the Vesting Period has ended and vesting conditions have been fulfilled to the satisfaction of the Committee in its sole discretion under the Quantum PSP 2026, the absolute entitlement to all or some of the Shares which are the subject of that Award, and "Vest" and "Vested" shall be construed accordingly
"**Vesting Date**"	:	In relation to Shares which are the subject of an Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares shall be Vested pursuant to the Quantum PSP 2026
"**Vesting Period**"	:	In relation to an Award, a period, the duration of which is to be determined by the Committee at the Award Date, after the expiry of which Shares which are subject to the applicable period shall be Vested to the relevant Participant on the relevant Vesting Date, subject to the rules of the Quantum PSP 2026
"**VWAP**"	:	Volume weighted average price
"**Waiver of Intercompany Debt Balances**"	:	Refers to the waiver by QTV of an intercompany debt balance of S$5,425,673.60 owing by the Company to QTV pursuant to an intercompany balances waiver and release agreement dated 15 May 2024
"**%" or "per cent.**"	:	Per centum or percentage

The terms "Depositor", "Depository Agent" and "Depository Register" shall have the meanings ascribed to them, respectively, in Section 81SF of the SFA or any statutory modification thereof, as the case may be.

The terms "subsidiary" and "Substantial Shareholder" shall have the meanings ascribed to them in the Act.

Words importing the singular shall, where applicable, include the plural and vice versa, and words importing the one gender shall, where applicable, include all other and neuter genders. References to natural persons shall, where applicable, include corporations.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any term defined under the Act, the SFA, the Catalist Rules or any statutory modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to it under the Act, the SFA, the Catalist Rules or any statutory modification thereof, as the case may be, unless the context requires otherwise.

The headings in this Circular are inserted for convenience only and shall be ignored in construing this Circular.

Any reference to a time of day in this Circular shall be a reference to Singapore time unless otherwise stated.

Any discrepancies in this Circular between the sum of the figures stated and the total thereof are due to rounding. Accordingly, figures shown as totals in this Circular may not be an arithmetic aggregation of the figures which precede them.

All statements other than statements of historical facts included in this Circular are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as "expect", "anticipate", "believe", "estimate", "intend", "project", "plan", "strategy", "forecast" and similar expressions or future or conditional verbs such as "if", "will", "would", "should", "could", "may" and "might". These statements reflect the Company's current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements.

Shareholders should not place undue reliance on such forward-looking statements. Further, the Company disclaims any responsibility to update or revise any forward-looking statements for any reason, even if new information becomes available or other events occur in the future, or to update any information that is made up or is determined with reference to the Latest Practicable Date, even if new information becomes available or other events occur after the Latest Practicable Date, subject to compliance with all applicable laws and regulations and/or the rules of Catalist of the SGX-ST and/or any other regulatory or supervisory body or agency.

Legal Adviser

Altum Law Corporation has been appointed as the legal adviser to the Company as to Singapore law in relation to the Proposals and has given and has not withdrawn its written consent to the issue of this Circular and the inclusion of its name and to act in such capacity in relation to this Circular.

QUANTUM HEALTHCARE LIMITED
(Company Registration No. 202218645W)
(Incorporated in the Republic of Singapore)

Board of Directors:

Dr. Gian Siong Lin Jimmy (*Executive Chairman and Chief Executive Officer*)

Mr. Ross Yu Limjoco *(Independent Director)*

Mr. Chong Eng Wee *(Independent Director)*

Mr. Ong Choon Yi *(Independent Director)*

Registered Office:

100 Tras Street
#11-03, 100AM
Singapore 079027

5 November 2026

To: The Shareholders of Quantum Healthcare Limited

Dear Sir/ Madam,

(1) THE PROPOSED DISPOSAL OF THE ENTIRE ISSUED AND PAID-UP SHARE CAPITAL OF QT VASCULAR LTD., A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY, TO EP SYSTEMS SDN. BHD. AS A MAJOR TRANSACTION;

(2) THE PROPOSED ADOPTION OF THE QUANTUM PSP 2026; AND

(3) THE PROPOSED PARTICIPATION BY DR GIAN SIONG LIN JIMMY, A CONTROLLING SHAREHOLDER, IN THE QUANTUM PSP 2026

1. INTRODUCTION

1.1 **Proposed Disposal.** On 8 October 2026, the Board announced that the Company had on the same day entered into the SPA with the Purchaser in relation to the Proposed Disposal. The Sale Shares represent 100% of the issued and paid-up share capital of QTV, a wholly-owned subsidiary of the Company. QTV, its subsidiaries and its associated company, TriReme USA, were previously engaged in the Legacy Business, and ceased operations of the Legacy Business in FY2021.

1.2 **Shareholders' approval.** The Proposed Disposal constitutes a "major transaction" under Chapter 10 of the Catalist Rules and is accordingly subject to the approval of Shareholders at the EGM. In addition, Shareholders' approval for the Proposed Disposal is required pursuant to the Undertaking. Please refer to Section 9 of this Circular for further details.

1.3 **Proposed Adoption of the PSP and Proposed Controlling Shareholder Participation.** The Directors also propose to seek the approval of Shareholders for (a) the proposed adoption of a new performance share plan to be known as the "Quantum Healthcare Limited Performance Share Plan 2026"; and (b) the proposed participation by Dr Jimmy Gian, the Executive Chairman and Chief Executive Officer of the Company, and a Controlling Shareholder, in the Quantum PSP 2026. Pursuant to the Catalist Rules, the participation of a Controlling Shareholder in the Quantum PSP 2026 and the actual number and terms of Awards to be granted to him are subject to the specific approval of independent Shareholders by way of a separate resolution. Please refer to Sections 11 to 14 of this Circular for further details.

1.4 **EGM.** The Board proposes to convene the EGM to be held on 20 November 2026 to seek the approval of Shareholders for the Proposed Disposal, the Proposed Adoption of the PSP and the Proposed Controlling Shareholder Participation (collectively, the "**Proposals**") by way of Ordinary Resolutions 1, 2 and 3 respectively.

Shareholders should note that Ordinary Resolution 3 is conditional upon the passing of Ordinary Resolution 2. Ordinary Resolution 1 is not conditional upon the passing of Ordinary Resolutions 2 and/or 3, and Ordinary Resolutions 2 and 3 are not conditional upon the passing of Ordinary Resolution 1.

1.5 **Listing of new Shares.** The Company will make an application, through the Sponsor, to the SGX-ST for permission to deal in and for the listing of and quotation for the new Shares to be issued upon the Vesting of Awards granted to Participants under the Quantum PSP 2026. An announcement will be made by the Company upon receipt of the listing and quotation notice from the SGX-ST to notify Shareholders of the receipt of such notice and the conditions to which the grant of such notice by the SGX-ST is subject. The Company does not have any individual shareholding limit or foreign shareholding limit. The approval of the SGX-ST shall not be taken as an indication of the merits of the Quantum PSP 2026.

1.6 **Purpose of this Circular.** The purpose of this Circular is to provide Shareholders with the relevant information relating to, and the rationale for, the Proposals, and to seek Shareholders' approval for the Ordinary Resolutions at the EGM.

The SGX-ST assumes no responsibility for the contents of this Circular, including the correctness of any of the statements or opinions made, or reports contained in this Circular. If a Shareholder is in any doubt as to the course of action he should take, he should consult his bank manager, stockbroker, solicitor, accountant, tax adviser or other professional adviser immediately.

2. PRINCIPAL TERMS OF THE PROPOSED DISPOSAL

2.1 **Proposed Disposal.** Under the SPA, the Company has agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares for the Sale Price of S$1.00, free from all encumbrances and together with all rights, benefits and entitlements attaching and accruing thereto as at Completion, on an "as is, where is" basis.

2.2 **Sale Price.** The Sale Price is payable by the Purchaser to the Company in cash on Completion.

The Sale Price was agreed between the Company and the Purchaser on a 'willing-buyer, willing-seller' basis, after negotiations on an arm's length basis, and after taking into consideration, *inter alia*, (a) the net liability position of the QTV Group, further details of which are set out in Section 4.5 of this Circular, (b) the Purchaser's agreement to purchase the Sale Shares on an "as is, where is" basis, and (c) the Purchaser's agreement to provide the Purchaser Undertakings in consideration of the payment of the Takeover Fee by the Company to the Purchaser.

In agreeing to the Sale Price, the Directors had also considered, *inter alia*:

(a) the nil value ascribed to the carrying amount of the Potential Remaining IP Assets in the management accounts of the QTV Group, further details of which are set out in Section 4.6 of this Circular;

(b) the nil value ascribed to the market value of the entire equity interest in the QTV Group based on the Valuation, further details of which are set out in Section 7 of this Circular; and

(c) the Company's intentions with respect to the Legacy Business, further details of which are set out in Section 8.1 of this Circular.

2.3 **Book value and market value of the Sale Shares.** The latest available open market value of the Sale Shares is not available, as the shares of QTV are not publicly traded. The Sale Shares have nil book value, as further elaborated in Section 4.5 of this Circular.

2.4 **Gain on Disposal.** Based on the Group's HY2026 financial statements, the Proposed Disposal is expected to result in a net gain on disposal of approximately S$4,435,000, after taking into account, *inter alia*, the derecognition of the net liabilities of the QTV Group pursuant to deconsolidation of the QTV Group following Completion, offset against the amount of the Takeover Fee the Company has agreed to pay the Purchaser as part of the terms of the Proposed Disposal. The Company will not receive any net sale proceeds which are available for use from the Proposed Disposal.

2.5 **Proposed Disposal on an "as is, where is" basis.** Under the terms of the SPA, the Purchaser has irrevocably and unconditionally agreed and acknowledged, *inter alia*, that:

(a) the Proposed Disposal is on an "as is, where is" basis;

(b) save for the warranties as to title and status given by the Company under the SPA, the Company gives no warranties, representations or undertakings, express or implied, in relation to the Sale Shares, and any such warranty, representation or undertaking implied by law is excluded to the maximum extent permitted by law;

(c) the Company gives no warranties, representations or undertakings, express or implied, in relation to the present or past assets, liabilities, business, operations, prospects, financial condition or affairs of the QTV Group and/or TriReme USA and/or any other transaction, event or matter concerning or involving the Legacy Business, and any such warranty, representation or undertaking implied by law is excluded to the maximum extent permitted by law; and

(d) save for the warranties as to title and status given by the Company under the SPA, the Purchaser has not relied on any warranties, representations or undertakings, express or implied, from the Company and shall have no rights, remedies or recourse against the Company, whether by contract, equity or operation of law or otherwise, in respect of any purported warranties, representations or undertakings from the Company.

2.6 **Conditions Precedent.** Completion is subject to and conditional upon the fulfilment and satisfaction (or waiver, where applicable) of, *inter alia*, the following Conditions Precedent on or prior to the date of Completion:

(a) the approval of the Shareholders having been obtained at a duly convened EGM for the Proposed Disposal and all other transactions in connection therewith and incidental thereto, and such approval not having been qualified or withdrawn;

(b) QTV having transferred all the Trust Assets to the New Trustee, to hold the same on trust in place of QTV as bare trustee for the QTV Entitled Shareholders, and all deeds, instruments and documents required to effect the same having been duly executed and delivered;

(c) all necessary approvals, consents, licences, permits and authorisations from all relevant government, regulatory and other authorities as may be required in connection with the Proposed Disposal having been obtained and being in full force and effect;

(d) the warranties of the parties under the SPA being complied with and being true and accurate in all material respects as at the date of Completion, and each party having performed and complied with its obligations under the SPA;

(e) no regulator having taken or threatened any action, or made, proposed or enacted any law, regulation, decision, ruling, judgment or order, which would or might make the Proposed Disposal void, illegal and/or unenforceable or otherwise restrict, restrain, prohibit or otherwise frustrate or be adverse to the same; and

(f) neither the Company nor the Purchaser being the subject of any actual, pending or threatened insolvency event.

The Conditions Precedent in paragraphs (a) and (c) above are not capable of being waived. The Condition Precedent in paragraph (b) above may be waived only by the Company, and the Conditions Precedent in paragraphs (d) to (f) above may be waived by the mutual agreement of the Company and the Purchaser.

If any of the Conditions Precedent is not fulfilled or waived (where applicable) on or before the Long-Stop Date, the SPA shall automatically cease and determine, save in respect of accrued rights and antecedent breaches.

2.7 **Completion.** Completion shall take place on such date as the Company and the Purchaser may agree in writing, being no later than ten (10) Business Days after the satisfaction or waiver of all the Conditions Precedent, and in any case no later than the Long-Stop Date.

2.8 **Deconsolidation of the QTV Group and Legacy Business.** Following Completion, the QTV Group and the Legacy Business will be deconsolidated from, and cease to be part of, the Group.

2.9 **Moratorium.** The Purchaser has undertaken not to (a) sell, dispose of, transfer or otherwise deal with any of the Sale Shares (or any interest therein), and (b) undergo or permit any change of control of the Purchaser (being a change of 50.0% or more of its voting rights), in each case during the Moratorium Period, being the period commencing from Completion up to and including 15 May 2027. The second tranche of the Takeover Fee of S$50,000 shall only be payable upon the expiry of the Moratorium Period, subject to and conditional upon the Purchaser having complied with such moratorium obligations throughout the Moratorium Period.

3. TAKEOVER FEE AND PURCHASER UNDERTAKINGS

3.1 **Takeover Fee.** Under the SPA, the Company has agreed to pay the Purchaser the Takeover Fee of S$150,000, *inter alia*, in consideration of the Purchaser's agreement to purchase the Sale Shares and to provide the Purchaser Undertakings.

The Takeover Fee is payable in cash in two (2) tranches, namely (a) S$100,000 on Completion; and (b) S$50,000 upon the expiry of the Moratorium Period, subject to and conditional upon the Purchaser having complied with its moratorium obligations under the SPA throughout the Moratorium Period.

The Takeover Fee was agreed between the Company and the Purchaser on a 'willing-buyer, willing-seller' basis, after negotiations on an arm's length basis, and after taking into consideration, *inter alia*, the nature, extent and likelihood of occurrence of the potential liabilities (actual or contingent) which the Purchaser has agreed to assume or accept under or in connection with the Purchaser Undertakings, as further elaborated in Section 3.2 of this Circular.

Under the SPA, the Purchaser has agreed and acknowledged that the Takeover Fee represents the sole, exclusive and entire consideration for the Purchaser in respect of the potential liabilities (actual or contingent) which the Purchaser has agreed to assume or accept under or in connection with the Purchaser Undertakings, and that the Purchaser shall have no remedy or recourse whatsoever against the Company in the event the Purchaser were to incur or suffer any loss or liability, or incur any costs or expenses (including legal costs and expenses), as a result of, arising from or otherwise in connection with the Purchaser

Undertakings of an amount or value exceeding the Takeover Fee (whether singly or in aggregate).

The Takeover Fee will be funded from the net proceeds from the Company's placement completed on 28 November 2025.

3.2 **Purchaser Undertakings.** Under the SPA, the Purchaser has, *inter alia*, irrevocably and unconditionally agreed and undertaken as follows (collectively, the "**Purchaser Undertakings**"):

(a) **InnoRa Dispute-Related Liabilities**. In relation to the InnoRa Dispute-Related Liabilities, the Purchaser has undertaken:

(i) to irrevocably and unconditionally waive, release and discharge, and to procure each company within the QTV Group to irrevocably and unconditionally waive, release and discharge, any and all claims, recourse and/or remedy which it or they may have against the Company in relation to the InnoRa Dispute-Related Liabilities; and

(ii) to indemnify and save harmless the Company from and against any and all claims, legal actions or proceedings, loss, liabilities or damages (including legal fees, costs and expenses on a full indemnity basis) which the Company may incur or suffer in the event of any demands, claims, legal actions or proceedings by any third parties, or by any company within the QTV Group and/or TriReme USA (including by any liquidator, receiver, manager, judicial manager or equivalent officer) in breach of the undertaking in Section 3.2(a)(i) above.

(b) **Waiver of Intercompany Debt Balances**. In relation to the Waiver of Intercompany Debt Balances, the Purchaser has undertaken:

(i) to irrevocably and unconditionally waive, release and discharge, and to procure each company within the QTV Group to irrevocably and unconditionally waive, release and discharge, any and all claims which it or they may have against the Company in relation to the Waiver of Intercompany Debt Balances; and

(ii) to indemnify and save harmless the Company from and against any claims, legal actions, loss, liabilities or damages (including legal fees on a full indemnity basis) which the Company may suffer as a result of any demands, claims or proceedings by any third party, or by any company within the QTV Group and/or TriReme USA (including any liquidator, receiver, manager or judicial manager) in breach of the undertaking in Section 3.2(b)(i) above.

The Purchaser Undertakings were obtained by the Company mainly as a protective measure to mitigate against any potential risks of claims against the Company in relation to the InnoRa Dispute-Related Liabilities and/or Waiver of Intercompany Debt Balances subsequent to the Completion of the Proposed Disposal, and the Company has also taken into consideration, *inter alia*, the following factors in assessing the nature, extent and likelihood of the occurrence of the actual or contingent liabilities which the Purchaser has agreed to indemnify and save harmless the Company from under the Purchaser Undertakings, and/or the Purchaser's ability (financial or otherwise) to meet such obligations under the Purchaser Undertakings:

(a) the liability for the InnoRa Dispute-Related Liabilities currently lies with the QTV Group and not with the Company, and such liability does not legally transfer to or vest in the Purchaser solely by reason of the Purchaser's acquisition of the Sale Shares pursuant to the Proposed Disposal;

(b) while the QTV Group has made a provision in respect of the QTV Group and/or TriReme USA's obligation or liability to pay the Final Milestone Payment as adjudged in the Arbitral Award, as G Vascular had previously assumed the obligation to pay such Final Milestone Payment directly to InnoRa in place of the QTV Group and TriReme USA pursuant to the sublicensing agreement entered into between QTV, TriReme USA, G Vascular and Genesis MedTech in connection with the GV APA, contractual recourse may be available to the QTV Group and/or TriReme USA against G Vascular to recover such payment if it is made by the QTV Group and/or TriReme USA;

(c) the Company is not aware of InnoRa having taken any action to pursue any further arbitration proceeding or other legal action in relation to the Complaint since the conclusion of legal proceedings and the issuance of the Arbitral Award in 2023; and

(d) no notice or demand for payment of the Outstanding Legal Fees has been received by the QTV Group since the conclusion of legal proceedings and the issuance of the Arbitral Award in 2023 and, as previously disclosed in connection with the Group's financial statements for HY2026, the Group does not expect to pay out the Outstanding Legal Fees, although such amount remains recognised as a current liability in the other payables account of the QTV Group.

4. INFORMATION ON THE QTV GROUP AND THE LEGACY BUSINESS

4.1 **QTV.** QTV is a public company limited by shares incorporated in Singapore. The shares of QTV were previously listed on Catalist and were delisted from the SGX-ST on 29 July 2022 pursuant to the Restructuring and the Scheme, following which, *inter alia*, QTV became a wholly-owned subsidiary of the Company and the Shares were listed on Catalist on 29 July 2022. The Sale Shares represent 100% of the issued and paid-up share capital of QTV as at the Latest Practicable Date.

4.2 **QTV Group.** QTV is the holding company of two (2) wholly-owned subsidiaries, TriReme Singapore and Quattro, and, as far as the Company is aware, has a shareholding interest of approximately 20.19% in the capital of TriReme USA as at the Latest Practicable Date.

4.3 **Legacy Business.** QTV, its subsidiaries and its associated company, TriReme USA, were previously engaged in the design, assembly and distribution of advanced therapeutic solutions, including drug-coated and non-drug-coated balloon catheters, for the minimally invasive treatment of complex vascular diseases ("**Legacy Business**").

4.4 **Cessation of the Legacy Business.** The QTV Group and TriReme USA ceased operations of the Legacy Business in FY2021 and, following the completion of the Restructuring and the Scheme, the Group has been engaged in the provision of dental services as its core business.

4.5 **QTV Group in net liability position**. Based on the Group's HY2026 financial statements, the QTV Group was in a net liability position of approximately S$4,585,000 as at 30 June 2026, based on its total liabilities of approximately S$4,585,000 (which includes the InnoRa Dispute-Related Liabilities) and nil value ascribed to its assets. The QTV Group had previously recognised a full impairment loss of US$1,798,000 (approximately S$2,353,000[1]) following a full impairment of its intangible assets due to the uncertainty surrounding the QTV Group's future prospects following the completion of the Restructuring and the Scheme.

4.6 **Potential Remaining IP Assets**. While the QTV Group has ceased operations since FY2021, the QTV Group continues to hold or own certain assets related to the Legacy Business, including the intangible assets arising from certain intellectual property rights developed and owned, licensed to or used by the QTV Group while it was still actively engaged in the Legacy Business and which remain or may remain in the ownership of the QTV Group and/or TriReme

[1] Based on an exchange rate of US$1.00 : S$1.3088 as at 31 December 2021.

USA (collectively, the "**Potential Remaining IP Assets**") and has assumed or incurred or is otherwise subject to certain liabilities, including the InnoRa Dispute-Related Liabilities.

The Potential Remaining IP Assets include, *inter alia*, the intellectual property rights relating to (a) the Teleflex Option Product, in the event the Teleflex Option is not exercised on or prior to the expiry of its exercise period, (b) Chocolate Heart™ for non-coronary (percutaneous transluminal angioplasty) applications, (c) Chocolate Touch® for coronary (percutaneous transluminal coronary angioplasty) applications, and (d) Glider® for non-coronary (percutaneous transluminal angioplasty) applications.

As at 30 June 2026, the carrying amount of the Potential Remaining IP Assets in the QTV Group's management accounts is nil. Full impairment of the Potential Remaining IP Assets was recognised in the QTV Group's financial statements in FY2021 as the recoverable amount of the Potential Remaining IP Assets was uncertain in light of the QTV Group's future business plans. No revenue has been derived from the products covered by the Potential Remaining IP Assets since the QTV Group ceased operations of the Legacy Business in FY2021 and, based on the QTV Group's current business direction and plans, the QTV Group is unlikely to resume the Legacy Business.

5. TRUST ASSETS

5.1 **Trust Assets excluded from Proposed Disposal.** Under the SPA, QTV is required to transfer out the Trust Assets to the New Trustee prior to Completion, thereby excluding the Trust Assets from the Proposed Disposal.

5.2 **Contingent Proceeds.** The Trust Assets consists of the Contingent Proceeds arising from the Legacy Business which QTV had previously agreed to hold in trust for the QTV Entitled Shareholders pursuant to the terms of the Trust Deed.

In the course of the Legacy Business, the QTV Group and/or TriReme USA had developed certain products and/or used or owned certain intellectual property rights (including registered patents and trademarks) arising therefrom or relating thereto, including a series of balloon catheter products known as Glider®, Chocolate®, Chocolate Heart™ and Chocolate Touch®, which were sold or agreed to be sold to third parties through certain corporate transactions undertaken prior to the Restructuring, including, *inter alia*:

(a) the disposal of Glider® and Chocolate® (for coronary applications) ("**Teleflex Sold Products**") to Teleflex, and an option to acquire Chocolate Heart™ (for coronary applications) ("**Teleflex Option Product**") granted to Teleflex and Teleflex Incorporated, under the APOA ("**Teleflex Option**"); and

(b) the disposal of Chocolate Touch® (for peripheral applications) to G Vascular under the GV APA,

and pursuant to which (i) the QTV Group and TriReme USA are potentially entitled to receive certain contingent proceeds under the APOA from Teleflex and Teleflex Incorporated in the event certain milestones in relation to the sale of the Teleflex Sold Products are met and/or Teleflex and Teleflex Incorporated exercise the Teleflex Option to acquire the Teleflex Option Product, and (ii) QTV and TriReme USA are potentially entitled to receive certain contingent proceeds under the GV APA from G Vascular and Genesis MedTech in the event the requisite approvals of the United States Food and Drug Administration are obtained and sales are made from Chocolate Touch®, as well as upon any disposal of Chocolate Touch® (collectively, the "**Contingent Proceeds**").

Under the Trust Deed, it was contemplated that QTV would act as a trustee in respect of all Contingent Proceeds, including all rights to the Contingent Proceeds arising on the part of other members of the QTV Group and/or TriReme USA which were assigned or agreed to be paid to QTV, with an obligation to distribute such Contingent Proceeds to the QTV Entitled

Shareholders as and when such Contingent Proceeds are received, subject to the conditions of the Trust Deed.

As at the Latest Practicable Date, no Contingent Proceeds have been received by any member of the QTV Group, and no notice has been received by any member of the QTV Group, nor are they aware, based on publicly available information as at the Latest Practicable Date, of the occurrence of any event or transaction that constitutes a relevant event(s) or transaction(s) for which Contingent Proceeds are or may become due and payable.

5.3 **New Trustee**. Under the SPA, the Company has procured the Purchaser's agreement for the rights and entitlements to the Contingent Proceeds, which are held by or vested in QTV but not beneficially owned by QTV, to be transferred to the New Trustee on or prior to Completion, and the New Trustee shall hold the same on trust as bare trustee for the QTV Entitled Shareholders in place of QTV.

The New Trustee shall be the Company or such person(s) to be nominated by the Company.

Based on the foregoing, the interests of the QTV Entitled Shareholders in respect of the Trust Assets will remain and continue notwithstanding, and will not be affected by, the Proposed Disposal.

6. INFORMATION ON THE PURCHASER

6.1 **Purchaser.** The Purchaser is a private company limited by shares incorporated in Malaysia (Company Registration No. 286094-T), with its registered address at No. 34B Persiaran Zaaba, Taman Tun Dr Ismail, Kuala Lumpur, Wilayah Persekutuan, Malaysia. As at the Latest Practicable Date, the directors of the Purchaser are Muhammad Radzi Bin Embong and Imran Danial Bin Muhammad Radzi and the shareholders of the Purchaser are Muhammad Radzi Bin Embong and Mohd Khairul Bin Ab Karim.

6.2 **Purchaser not an interested person.** The Purchaser, its directors and its shareholders are not related to, and have no connections (including any familial or business relationships) with, any of the Directors or Controlling Shareholders or their respective Associates. The Purchaser is not an interested person of the Company within the meaning of Chapter 9 of the Catalist Rules and, accordingly, the Proposed Disposal does not constitute an "interested person transaction" under Chapter 9 of the Catalist Rules.

6.3 **Introduction to the Purchaser.** The Company was introduced to Mr Muhammad Radzi Bin Embong, a director of the Purchaser, through a business associate of the Executive Chairman and Chief Executive Officer of the Company, in the course of the Company exploring opportunities for divestment of and exit from the Legacy Business (as further elaborated in Section 8.1 of this Circular). The Company has been given to understand (which it has not independently verified) that the Purchaser may be interested to acquire the QTV Group, *inter alia*, in view of the Potential Remaining IP Assets which remain or may remain in the ownership of the QTV Group and/or TriReme USA.

7. INDEPENDENT VALUATION

7.1 **Valuation.** The Company has appointed Navi Corporate Advisory Pte. Ltd. as the Independent Valuer to carry out an independent valuation of the entire equity interest in the QTV Group in connection with the Proposed Disposal ("**Valuation**").

7.2 **Summary of the Valuation Report.** The summary valuation report dated 30 October 2026 prepared by the Independent Valuer (the "**Summary Valuation Report**") is set out in Annex A to this Circular. Based on the Valuation Report, the Independent Valuer has, adopting the cost approach as the primary valuation approach, ascribed a market value of nil to the entire equity interest in the QTV Group as at the valuation date of 30 June 2026. The Summary Valuation Report has been prepared in accordance with Practice Note 2: Minimum Disclosure Requirements for Summary Valuation Report issued by IVAS.

7.3 **Background of the Independent Valuer**. The Independent Valuer was founded in 2022 and currently has a team of more than five professionals performing the business valuation function, including its Chief Executive Officer, Mr Richard Yap, who has experience in corporate finance, strategy and business valuation and advisory work. The Independent Valuer is a corporate member of the International Valuation Standards Council, the independent global standard setter for the valuation profession.

Mr Richard Yap is a member of IVAS and holds the Chartered Valuer and Appraiser (CVA) certification. Mr Richard Yap has around 15 years of experience as a business valuer. He has conducted business valuations on companies located/operating in countries such as Singapore, Malaysia, Indonesia, China and India for transaction purposes. Besides valuations for transaction purposes, Mr Richard Yap also conducts valuations for financial reporting purposes, such as purchase price allocation exercises, share option valuations and impairment assessments, of companies operating in Singapore, Malaysia, Indonesia, China, Vietnam and Thailand.

7.4 Shareholders are advised to read the Summary Valuation Report set out in Annex A to this Circular carefully and in its entirety, in particular the valuation methodologies and principal assumptions used by the Independent Valuer in arriving at the Valuation. A copy of the Valuation Report is available for inspection as set out in Section 24 of this Circular.

8. RATIONALE FOR AND BENEFITS OF THE PROPOSED DISPOSAL

8.1 **Exit from the Legacy Business.** The Company has been actively exploring opportunities to dispose of or otherwise exit from the Legacy Business since the completion of the Restructuring and the Scheme, *inter alia*, for the following reasons:

(a) the QTV Group's only assets are the Trust Assets and certain intangible assets, including the Potential Remaining IP Assets, and QTV's shareholding interest in TriReme USA;

(b) the Trust Assets, while held by QTV, are not beneficially owned by the QTV Group as QTV holds the Trust Assets on trust for the QTV Entitled Shareholders pursuant to the terms of the Trust Deed; and

(c) while the Potential Remaining IP Assets remain or may remain in the ownership of the QTV Group, these are intangible assets whose commercial value or exploitation is tied to the Legacy Business, and the Group faces uncertainty and constraints in the monetisation of such assets, *inter alia*, due to the significant capital commitment or expenditure required before there can be further use or commercial exploitation of such assets, and none of the present Directors or management of the Company and the Group has any knowledge or experience in managing or operating the Legacy Business. Further details are set out in Section 8.5 of this Circular.

8.2 **Proposed Disposal.** The Proposed Disposal presents a timely opportunity for the Company to exit the Legacy Business, and the Directors are of the reasonable opinion that it is in the interests of the Company to enter into the Proposed Disposal on the terms of the SPA after taking into consideration, *inter alia*, the following factors:

(a) the terms of the SPA, including the principal terms of the SPA as set out in Sections 2, 3 and 5 of this Circular;

(b) the Valuation as set out in Section 7 of this Circular;

(c) the financial effects of the Proposed Disposal as set out in Section 10 of this Circular; and

(d) the ability to, and the benefits of, deconsolidating the QTV Group from the Group and making a clean exit from the Legacy Business through the Proposed Disposal, whilst maintaining and preserving the Trust Assets (and any potential economic gains that may arise or be derived therefrom, if applicable) for the benefit of the QTV Entitled Shareholders.

8.3 **Benefits of the Proposed Disposal.** Upon Completion, the Company will be able to immediately deconsolidate the liabilities (actual or contingent) of the QTV Group. Such deconsolidation would serve to improve the financial position of the Group and put the Company and the Group in a better position in its fund-raising efforts and/or to attract potential investors and target companies in merger and acquisition opportunities.

The interests of the QTV Entitled Shareholders are not prejudiced by the Proposed Disposal as, under the terms of the SPA, the transfer of the Trust Assets to the New Trustee, to hold on trust as bare trustee for the QTV Entitled Shareholders in place of QTV, is a Condition Precedent to Completion. This ensures that the Trust Assets (and any potential economic gains that may arise or be derived therefrom, if applicable) continue to be maintained and preserved for the benefit of the QTV Entitled Shareholders, so that they are not placed at a detriment as a result of the Proposed Disposal.

8.4 **No other offer for Sale Shares or Potential Remaining IP Assets**. As at the Latest Practicable Date, the Company has not received any offer to purchase the Sale Shares from any other person apart from the Purchaser, nor any offer to purchase the Potential Remaining IP Assets from any person.

8.5 **Limited prospects of commercialising the Potential Remaining IP Assets**. The Directors have also considered whether the Group could instead retain and develop or commercialise the Potential Remaining IP Assets, and are of the view that it cannot realistically do so, for the following reasons:

(a) the QTV Group ceased operations of the Legacy Business in FY2021 and, based on the Group's current business direction and plans, is unlikely to resume it. Any realisation of value from the Potential Remaining IP Assets would depend on such a resumption, which cannot presently be determined;

(b) intellectual property rights such as those relating to Chocolate Heart™ and Chocolate Touch® would require significant capital expenditure to commercialise, and there is no visibility or certainty that they are capable of generating any future economic benefit;

(c) manufacturers of vascular devices face pricing pressures, shortages of niche technical expertise and high research and development costs. Overcoming these obstacles would require sustained investment in innovation, workforce development, cost planning and strategic partnerships; and

(d) the Group's current core business is the provision of dental services, and none of the present Directors or management has any knowledge or experience in the Legacy Business. The Group is therefore not in a position to make the investment and commitment that developing or commercialising the Potential Remaining IP Assets would require.

Accordingly, the Directors are of the view that the Potential Remaining IP Assets have no realisable value to the Group. The Proposed Disposal allows the Group to deconsolidate the QTV Group and its liabilities (actual and contingent) and make a clean exit from the Legacy Business, while preserving the Trust Assets for the QTV Entitled Shareholders.

9. CHAPTER 10 OF THE CATALIST RULES

9.1 **Relative figures under Rule 1006 of the Catalist Rules.** Based on the unaudited condensed interim consolidated financial statements of the Group for HY2026, being the latest announced consolidated financial statements of the Group, and the unaudited consolidated financial statements of the QTV Group for HY2026, the relative figures for the Proposed Disposal computed on the bases set out in Rule 1006 of the Catalist Rules are as follows:

Rule 1006	Bases of calculation	Relative figure
(a)	The net asset value of the assets to be disposed of, compared with the Group's net asset value	352.69%(1)
(b)	The net profits(2) attributable to the assets disposed of, compared with the Group's net profits	4.86%(3)
(c)	The aggregate value of the consideration given or received, compared with the Company's market capitalisation based on the total number of issued Shares excluding treasury shares	1.19%(4)
(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue	Not applicable(5)
(e)	The aggregate volume or amount of proved and probable reserves to be disposed of, compared with the Group's proved and probable reserves	Not applicable(6)

Notes:

(1) Based on the net liability position of the QTV Group of approximately S$4,585,000 as at 30 June 2026, compared against the net liability position of the Group of approximately S$1,300,000 as at 30 June 2026.

(2) Net profits are defined as profit or loss including discontinued operations that have not been disposed of and before income tax and non-controlling interests.

(3) Based on the net loss of approximately S$12,000 attributable to the QTV Group for HY2026, compared against the net loss of the Group of approximately S$247,000 for HY2026.

(4) Obtained by dividing the amount of S$150,001 (being the aggregate of the Sale Price and the Takeover Fee) by the Company's market capitalisation of approximately S$12,587,903.54, which was determined by multiplying the number of issued Shares (excluding treasury shares) of 12,587,903,544 by the VWAP of the Shares of S$0.001 on 6 October 2026, being the last full Market Day on which the Shares were traded preceding the date of the SPA.

(5) This is not applicable to the Proposed Disposal.

(6) This is not applicable as the Company is not a mineral, oil and gas company.

In respect of Rule 1006(c) of the Catalist Rules, under Practice Note 10A of the Catalist Rules, the consideration received or deemed to be received by the Company for the Proposed Disposal should include, *inter alia*, any additional liabilities (whether actual or contingent) to be assumed by the Purchaser in connection with the Proposed Disposal. The Purchaser has agreed to assume or accept certain contingent liabilities under or in connection with the Purchaser Undertakings, the occurrence of which, and upon such occurrence, the quantum of which, is uncertain and indeterminate. As the Purchaser has agreed to assume or accept such liabilities in consideration of the payment of the Takeover Fee by the Company to the

Purchaser, for the purposes of computing the relative figure under Rule 1006(c) of the Catalist Rules, the Company has assumed that the value of such liabilities is represented by the amount of consideration which the Company has agreed to pay the Purchaser for assuming or accepting them, being the Takeover Fee. Accordingly, the Takeover Fee has been added to the Sale Price of S$1.00 to derive the aggregate consideration of S$150,001 deemed to have been paid or received by the Company in connection with the Proposed Disposal.

9.2 **Application of Practice Note 10A and Rule 1014 of the Catalist Rules.** As the relative figures computed on the bases of Rule 1006(a) and Rule 1006(b) of the Catalist Rules each involve negative figures, the Group and the QTV Group each being in a net liability position and each being loss-making, the Company has considered the application of Practice Note 10A of the Catalist Rules pursuant to Rule 1007(1) of the Catalist Rules. The Proposed Disposal constitutes a disposal of an asset with a negative net asset value, and of a loss-making asset, by an issuer which is itself in a net liability position and loss-making, such that paragraphs 4.3(c), 4.3(e), 4.4(c) and 4.4(e) of Practice Note 10A of the Catalist Rules are relevant.

The absolute relative figures computed on the bases of Rule 1006(b) and Rule 1006(c) of the Catalist Rules, being 4.86% and 1.19% respectively, do not exceed the thresholds set out in paragraphs 4.3(c) and 4.4(c) of Practice Note 10A of the Catalist Rules. However, as the Proposed Disposal is also a disposal of a loss-making asset, paragraphs 4.3(e) and 4.4(e) of Practice Note 10A of the Catalist Rules are also applicable, and the absolute relative figure computed on the basis of Rule 1006(a) of the Catalist Rules of 352.69% exceeds the thresholds of 5% and 50% set out in those paragraphs respectively. As the Proposed Disposal does not fall within all of the applicable situations set out in paragraphs 4.3 and 4.4 of Practice Note 10A of the Catalist Rules, pursuant to paragraph 4.6 of Practice Note 10A of the Catalist Rules, Rule 1014 of the Catalist Rules applies to the Proposed Disposal.

Accordingly, the Proposed Disposal constitutes a "major transaction" under Rule 1014 of the Catalist Rules, which must be made conditional upon the approval of Shareholders in general meeting. The Company is accordingly seeking the approval of Shareholders for the Proposed Disposal at the EGM.

9.3 **Shareholders' approval required pursuant to the Undertaking.** As a condition of the approval in-principle granted by the SGX-ST by way of a letter dated 16 November 2021 and a subsequent response dated 22 March 2022 confirming that the aforesaid letter remains applicable to the Scheme, QTV had undertaken to the SGX-ST that any subsequent disposal of the business of QTV as at the time of the Scheme would be subject to the approval of Shareholders (the "**Undertaking**"). Accordingly, Shareholders' approval is also required for the Proposed Disposal pursuant to the terms of the Undertaking.

10. FINANCIAL EFFECTS OF THE PROPOSED DISPOSAL

10.1 **Bases and assumptions.** The unaudited pro forma financial effects of the Proposed Disposal on the (NTL)/NTA per Share and the (LPS)/EPS of the Group set out below are for illustrative purposes only and do not necessarily reflect the actual results and financial position of the Group following Completion. The pro forma financial effects have been prepared based on the audited consolidated financial statements of the Group for FY2025, being the most recently completed financial year, as well as the following bases and assumptions:

(a) the financial effects on the consolidated (NTL)/NTA per Share are computed based on the assumption that the Proposed Disposal had been completed on 31 December 2025;

(b) the financial effects on the consolidated (LPS)/EPS are computed based on the assumption that the Proposed Disposal had been completed on 1 January 2025;

(c) the estimated expenses to be incurred by the Company in connection with the Proposed Disposal (including professional fees) are approximately S$103,000;

(d) the Company's liability to pay the Takeover Fee in full is assumed to accrue on Completion, although the Takeover Fee is payable in two (2) tranches, namely: (i) S$100,000 on Completion; and (ii) S$50,000 upon the expiry of the Moratorium Period; and

(e) the net liabilities of the QTV Group to be derecognised are based on the QTV Group's position as at 31 December 2025, as reflected in the audited consolidated financial statements of the Group for FY2025.

10.2 **(NTL)/NTA per Share**

	Before the Proposed Disposal	After the Proposed Disposal
(NTL)/NTA[(1)] (S$'000)	(3,591)	739
Number of Shares[(2)]	12,587,903,544	12,587,903,544
(NTL)/NTA per Share (S$)	(0.0003)	0.00006

Notes:

(1) (NTL)/NTA is calculated based on total assets less the sum of total liabilities and intangible assets.

(2) Based on 12,587,903,544 Shares in issue as at 31 December 2025.

10.3 **(LPS)/EPS**

	Before the Proposed Disposal	After the Proposed Disposal
(Net loss)/Net gain attributable to owners of the Company (S$'000)	(2,743)	1,586
Weighted average number of Shares ('000)	8,288,550	8,288,550
(LPS)/EPS (S$)	(0.0003)	0.0002

10.4 **Share capital.** The Proposed Disposal will not have any effect on the issued and paid-up share capital of the Company, as no Shares will be issued in connection with the Proposed Disposal.

11. RATIONALE FOR THE PROPOSED ADOPTION OF THE QUANTUM PSP 2026

11.1 The Quantum PSP 2026 is a share incentive scheme. It targets executive employees in key management positions who are responsible for the Company's performance and can drive its growth through exceptional performance. The Company has taken steps to align itself with and embrace global and local trends and best practices in compensation to achieve the following objectives:

(a) to serve as an additional method available to the Group for compensating the Participants rather than merely through salaries, salary increments and/or cash bonuses and to make remuneration sufficiently competitive to recruit and retain employees;

(b) to enhance the Group's ability to retain and attract highly qualified Participants whose contributions are important to the Group's long-term business plans and objectives;

(c) to offer Participants the opportunity to acquire or increase their equity interests in the Company and a chance to share in the profits of the Company by making them shareholders;

(d) to motivate Participants to maximise their performance and efficiency due to the possible financial rewards arising from the Awards granted, and to maintain a high level of contribution to the Group and create value for Shareholders;

(e) to promote greater commitment and dedication, instil loyalty and a stronger identification by the Participants with the long-term development and growth of the Group; and

(f) to align the interests of the Participants with those of the Shareholders.

11.2 Through the Quantum PSP 2026, the Company will be able to recognise and reward the contributions and services of the Participants and motivate Participants to continue to strive for the Group's long-term growth. By giving the Group Employees the opportunity to participate in the equity of the Company as opposed to providing solely cash bonus payments for their performance, the Quantum PSP 2026 aims to cultivate a greater sense of involvement in the Company's equity amongst the Group Employees, fostering an ownership culture within the Group which aligns the interests of the Participants with the interests of Shareholders, and at the same time helps the Group to conserve cash for its business.

11.3 The Quantum PSP 2026 is intended to complement the Group's continuing efforts to reward, retain and motivate Participants to achieve better performance and is aimed at motivating Participants to work towards achieving the relevant performance conditions to which their Awards are subject, which will in turn contribute towards the success and development of the Company.

11.4 The Company believes that by adopting the Quantum PSP 2026, the Company will have greater flexibility in tailoring reward and incentive packages suitable for Participants and will be able to offer incentives and remuneration packages compatible with other multi-national and/or listed companies. By aligning Participants' interests with those of Shareholders through equity participation, the Company believes that this will in turn inculcate in Participants a stronger and more lasting sense of identification with the Group, and further strengthen the Company's competitiveness in attracting and retaining talented employees, especially employees who have the requisite knowledge, technical skills and experience whom the Company believes could contribute positively to the development and growth of the Group.

12. PROPOSED ADOPTION OF THE QUANTUM PSP 2026

12.1 **Summary of the rules of the Quantum PSP 2026.** The rules of the Quantum PSP 2026 are set out in Annex B to this Circular. A summary of the rules of the Quantum PSP 2026 is set out in Sections 12.2 to 12.11 below.

12.2 **Eligibility of Participants.** The following persons shall be eligible to be selected at the absolute discretion of the Committee to participate in the Quantum PSP 2026:

(a) executive employees of any Group Company who hold such rank and may be designated by the Committee from time to time; and

(b) other Group Employees who, in the opinion of the Committee, have contributed or have the potential to contribute to the success of the Group, or whom the Committee deems appropriate in its sole and absolute discretion,

provided that each such person is at least 21 years of age, is not an undischarged bankrupt and, where such person is a Controlling Shareholder and/or his Associate, the following paragraphs shall apply.

Persons who are Controlling Shareholders and their Associates may participate in the Quantum PSP 2026 provided that, *inter alia*:

(a) the participation of each of them; and

(b) the actual number and terms of Awards granted to each of them,

have been approved by independent Shareholders in general meeting in separate resolutions for each such person, and/or in accordance with the prevailing requirements of the Catalist Rules.

Each of such Controlling Shareholders and/or their Associates shall abstain from voting on the resolution in relation to his participation in the Quantum PSP 2026 and the grant of Awards to him.

For the avoidance of doubt, Group Non-Executive Directors are not eligible to participate in the Quantum PSP 2026.

12.3 **Size of the Quantum PSP 2026.** The aggregate number of Shares over which the Committee may issue or deliver pursuant to all Awards granted under the Quantum PSP 2026, and all other share-based incentive schemes implemented by the Company and for the time being in force (if any), shall not exceed 15% of the total issued Shares (excluding treasury shares and subsidiary holdings) from time to time.

Shares which are the subject of Awards which have lapsed for any reason whatsoever may be the subject of further Awards granted by the Committee and shall not count towards the limit stated above.

The following additional limits must not be exceeded:

(a) the aggregate number of Shares which may be offered by way of grant of Awards to Participants who are Controlling Shareholders and/or their Associates shall not exceed 25% of the total number of Shares available under the Quantum PSP 2026; and

(b) the aggregate number of Shares which may be offered by way of grant of Awards to each Participant who is a Controlling Shareholder or his Associate shall not exceed 10% of the total number of Shares available under the Quantum PSP 2026.

The Directors believe that the size of the Quantum PSP 2026 will give the Company sufficient flexibility to decide the number of Shares to be offered. However, it does not indicate that the Committee will definitely issue Shares up to the prescribed limit. The Committee will exercise its discretion in deciding the number of Shares to be granted to each Participant under the Quantum PSP 2026. This, in turn, will depend on and be commensurate with the performance and value of the Participant to the Group.

12.4 **Duration.** The Quantum PSP 2026 shall continue to be in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the Adoption Date, provided always that the Quantum PSP 2026 may continue beyond the above stipulated period with the approval of Shareholders by way of an ordinary resolution passed at a general meeting and of any relevant authorities which may then be required.

The Quantum PSP 2026 may be terminated or suspended at any time by the Committee or, at the discretion of the Committee, by an ordinary resolution passed by Shareholders at a general meeting, subject to all relevant approvals which may be required, and if the Quantum

PSP 2026 is so terminated, no further Awards shall be offered by the Company pursuant to the Quantum PSP 2026.

Notwithstanding the expiry or termination of the Quantum PSP 2026, any Award granted and accepted prior to such termination or expiry will continue to remain valid.

12.5 **Awards.** Awards represent the right of a Participant to receive fully-paid Shares free of charge, provided that:

(a) in the case of time-based Awards, there is satisfactory completion of time-based service conditions, that is, after the Participant has served the Group for a specified number of years; and

(b) in the case of performance-based Awards, Performance Targets are met prior to the expiry of the prescribed Performance Period. Performance Targets will be set by the Committee depending on each Participant's job scope and responsibilities. The Performance Targets to be set shall take into account both the medium and long-term corporate objectives of the Group and the Participant's track record and contribution to the Group and will be aimed at sustaining long-term growth. In addition, the Participant's length of service with the Group, achievement of past Performance Targets, value-add to the Group's performance and development and overall enhancement to Shareholder value, *inter alia*, may be taken into account.

An Award shall be personal to the Participant to whom it is granted and shall not be transferred (other than to a Participant's duly appointed legal personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the approval of the Committee.

The grant of each Award and each release of Shares is subject to, and conditional upon, the Company's clawback rights as set out in the rules of the Quantum PSP 2026. The Committee in its sole and absolute discretion can determine if any exceptional circumstances have occurred such that clawback is required. Such circumstances include situations where (i) any Award was based on a material misstatement in financial statements (such that the Award would not have been granted), or (ii) the Participant has breached or at any time breaches his employment or service agreement, has engaged in any serious misconduct, acted fraudulently or dishonestly, or committed any misfeasance, fraud or wilful breach of trust or duty of care or caused any event resulting in litigation in any Group Company.

12.6 **Entitlement to Awards.** The selection of the Participants and the number of Shares which are the subject of each Award to be granted to a Participant in accordance with the Quantum PSP 2026 shall be determined at the absolute discretion of the Committee, which shall take into account criteria such as, *inter alia*, the Participant's rank, scope of responsibilities, job performance, years of service, potential for future development and contribution to the success of the Group.

12.7 **Details of Awards.** The Committee shall, in its absolute discretion, decide in relation to an Award:

(a) the Participant;

(b) the date on which the Award is to be granted;

(c) the number of Shares which are the subject of the Award;

(d) the prescribed service conditions and/or Performance Targets (including the Performance Period during which the prescribed Performance Targets are to be satisfied) and/or any other basis on which the Award is to be granted;

(e) the Vesting Period(s);

(f) the extent to which Shares which are the subject of that Award shall be Vested at the end of each prescribed Vesting Period or on the prescribed Performance Targets and/or service conditions, if any, being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be; and

(g) any other condition which the Committee may determine in relation to that Award.

12.8 **Operation of the Quantum PSP 2026.** The Committee will procure, upon approval of the Board, the allotment or transfer to each Participant of the number of Shares which are to be released to that Participant pursuant to an Award under the Quantum PSP 2026. Any proposed issue of new Shares will be subject to there being in force at the relevant time the requisite Shareholders' approval under the Act for the issue of Shares and compliance with the Catalist Rules. Where new Shares are to be allotted upon the Vesting of any Award, the Company shall, as soon as practicable after allotment, where necessary, apply to the SGX-ST for permission to deal in and for quotation of such Shares on Catalist.

In determining whether to issue new Shares or to purchase (where applicable) and transfer existing Shares for delivery to Participants upon the Vesting of their Awards, the Company will take into account factors such as, but not limited to, the number of Shares to be delivered, the prevailing market price of the Shares and the financial effect on the Company of either issuing new Shares or purchasing (where applicable) and transferring existing Shares. The financial effects of the above methods are discussed in Section 12.10 below.

New Shares which are allotted and issued, and existing Shares held in treasury procured by the Company for transfer, shall be subject to all the provisions of the Constitution, and shall rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which falls on or after the relevant Vesting Date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

The Committee shall have the discretion to determine whether Performance Targets and/or service conditions have been met (whether fully or partially) or exceeded and/or whether the Participant's performance and/or contribution to the Group justifies the Vesting of the Award. In making any such determination, the Committee shall have the right to make reference to the audited results of the Company or the Group, as the case may be, to take into account such factors as the Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, the right to amend the Performance Targets if the Committee decides that a changed Performance Target would be a fairer measure of performance. If the Committee determines, in its absolute discretion, that the Performance Target(s) and/or any other condition applicable to that Award have not been satisfied (whether fully or partially), that Award shall lapse and be of no value.

Unless the Committee otherwise determines in its absolute discretion, an Award shall, to the extent unvested, immediately lapse and become null and void and the Participant shall have no claim against the Company:

(a) subject to the paragraphs below, upon the Participant ceasing to be in the employment of the Group or, in the case of a Participant who is a Group Executive Director, ceasing to be a director of the relevant company, for any reason whatsoever;

(b) upon the bankruptcy of the Participant or the happening of any other event which results in him being deprived of the legal or beneficial ownership of such Award;

(c) in the event that the Participant has breached or at any time breaches the terms of his employment or service contract, and/or engages in any serious misconduct, fraudulent activity, dishonesty, or commits any misfeasance, fraud, wilful breach of trust or breach of duty of care or any other event resulting in litigation against the

Group due to the Participant's misconduct as determined by the Committee in its sole and absolute discretion; or

(d) if an order is made for the winding-up of the Company on the basis, or by reason, of its insolvency.

If a Participant ceases to be employed by the Group or, in the case of a Participant who is a Group Executive Director, ceases to be a director of the relevant company, by reason of his:

(a) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);

(b) redundancy;

(c) retirement at or after the legal retirement age;

(d) retirement before the legal retirement age with the consent of the Committee; or

(e) any other reason approved in writing by the Committee,

the Committee may, in its absolute discretion, determine whether an Award held by such Participant, to the extent not Vested, shall lapse or that all or any part of such Award shall be preserved. If the Committee determines that an Award shall lapse, then such Award shall lapse without any claim whatsoever against the Company.

If the Committee determines that all or any part of an Award shall be preserved, the Committee shall decide either to release some or all of the Shares which are the subject of the Award or to preserve all or part of any Award until the end of the relevant Performance Period (if any). In exercising its absolute discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant and the extent to which the applicable Performance Targets and/or service conditions have been satisfied.

If a Participant dies and at the date of his death holds any unvested Award, such Award may, at the absolute discretion of the Committee, be deemed to have Vested in the duly appointed legal personal representatives of the Participant.

12.9 **Role and composition of the Committee.** The Quantum PSP 2026 shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board, provided that no member of the Committee shall participate in any deliberation or decision in respect of Award(s) to be granted to him or held by him. The Committee shall comprise Directors duly authorised and appointed by the Board from time to time. Unless the Board determines otherwise, the Remuneration Committee shall serve as the Committee. For the avoidance of doubt, any Director who is eligible to participate in the Quantum PSP 2026 shall not be permitted to be part of the Committee.

12.10 **Financial effects of the Quantum PSP 2026.** The financial effects of the Quantum PSP 2026 are set out below.

(a) **Share capital.** The Quantum PSP 2026 may result in an increase in the Company's issued Shares where new Shares are issued to Participants. The number of new Shares issued will depend on, *inter alia*, the size of the Awards granted under the Quantum PSP 2026 and also whether the Awards are being satisfied or partly satisfied by Shares purchased by the Company. If instead of issuing new Shares to Participants, existing Shares are purchased for delivery to the Participants, the Quantum PSP 2026 will have no impact on the Company's issued Shares. In any case, the Quantum PSP 2026 provides that the number of Shares to be issued under the Quantum PSP 2026, together with the number of Shares to be issued under all other share-based incentive schemes of the Company (if any), will be

subject to the maximum limit of 15% of the Company's total issued Shares (excluding treasury shares and subsidiary holdings).

(b) **NTA.** As explained in Section 12.10(e) below, the Quantum PSP 2026 will result in a charge to the Company's income statement equal to the market value at which the existing Shares are purchased or the market value on the date at which new Shares are issued under the Awards. If new Shares are issued to Participants pursuant to the Vesting of the Awards, there will be no effect on the NTA. If existing Shares are purchased for delivery to Participants, the NTA would decrease by the cost of the Shares purchased.

(c) **EPS.** The Quantum PSP 2026 will result in a change to earnings equivalent to the market value at which the existing Shares are purchased or the market value on the date at which new Shares are issued under the Awards. Although the Quantum PSP 2026 will have a dilutive impact (to the extent that new Shares are issued pursuant to the Quantum PSP 2026) on the EPS, it should again be noted that the delivery of Shares to Participants in respect of Awards will be contingent upon the Participants meeting the prescribed Performance Targets and/or service conditions.

(d) **Dilutive impact.** It is expected that the dilutive impact of the Quantum PSP 2026 on the NTA per Share and EPS will not be significant as the Quantum PSP 2026 provides that the aggregate number of Shares available under it, when aggregated with the aggregate number of Shares under any other share-based incentive schemes of the Company (if any), will be subject to the maximum limit of 15% of the Company's total issued Shares (excluding treasury shares and subsidiary holdings).

(e) **Potential cost of Awards.** As Participants are not required to pay for the Awards, the grant of Awards will have a financial impact on the Company. The Quantum PSP 2026 is considered a share-based payment that falls under the scope of SFRS(I) 2.

The Awards, if settled by way of the issue of new Shares, would be accounted for as equity-settled share-based payment transactions. The fair value of employee services received in exchange for the grant of the Awards will be recognised as a charge to the consolidated income statement over the Vesting Period of an Award. The total amount of the charge over the Vesting Period is based on the market price of the Shares at the Award Date adjusted to take into account the terms and conditions upon which the Awards were granted. Before the end of the Vesting Period, at each accounting year end, the estimate of the number of Awards that are expected to Vest by the Vesting Date is revised, and the impact of the revised estimate is recognised in the consolidated income statement with a corresponding adjustment to the reserve account. After the Vesting Date, no adjustment to the charge to the consolidated income statement is made. No expense is recognised for Awards that are not accepted by the Participants or do not ultimately Vest.

12.11 **Adjustments and modifications.** If a variation in the issued ordinary share capital of the Company (whether by way of rights issue, bonus issue, reduction of capital, subdivision, consolidation or distribution of Shares or otherwise) shall take place, then:

(a) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested and the rights attached thereto; and/or

(b) the class and/or number of Shares over which future Awards may be granted under the Quantum PSP 2026,

may be adjusted in such manner as the Committee may determine to be appropriate.

Unless the Committee considers an adjustment to be appropriate, the following events in respect of the Company shall not normally be regarded as circumstances requiring adjustment under the Quantum PSP 2026:

(a) the issue of securities as consideration for an acquisition or a private placement of securities;

(b) the issue of convertible securities or the issue of Shares pursuant to the exercise of any warrants or conversion of convertible securities;

(c) the issue of Shares or other securities convertible into or with rights to acquire or subscribe for Shares to employees pursuant to a share option scheme or share plan approved by Shareholders in general meeting, including the Quantum PSP 2026; and

(d) the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force.

Notwithstanding the provisions of the Quantum PSP 2026:

(a) any adjustment (except in relation to a bonus issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be, in their opinion, fair and reasonable; and

(b) no adjustment shall be made in such a way that any Participant receives a benefit that a Shareholder does not receive.

Upon any adjustment required to be made pursuant to the Quantum PSP 2026, the Company shall notify the Participant (or his duly appointed legal personal representatives where applicable) in writing and deliver to him (or his duly appointed legal personal representatives where applicable) a statement setting forth the class and/or number of Shares thereafter to be issued or transferred on the Vesting of an Award and the date on which such adjustment shall take effect. Any adjustment shall take effect upon such written notification being given.

Any or all the provisions of the Quantum PSP 2026 may be modified and/or altered at any time and from time to time by resolution of the Committee, except that:

(a) no modification or alteration shall alter adversely the rights attaching to any Award granted prior to such modification or alteration except with the consent in writing of such number of Participants who would be allotted, issued or transferred no less than 75% of the Shares which would be allotted, issued or transferred if the Awards were released upon the expiry of all the Vesting Periods applicable to those Awards;

(b) any modification or alteration which would be to the advantage of Participants under the Quantum PSP 2026 shall be subject to the prior approval of Shareholders in general meeting; and

(c) no modification or alteration shall be made without the prior approval of the SGX-ST, or any other stock exchange on which the Shares are quoted or listed, and such other regulatory authorities, in each case, as may be necessary.

13. DISCLOSURES IN RELATION TO THE QUANTUM PSP 2026

13.1 **Announcement on grant of Awards.** In accordance with the Catalist Rules, an immediate announcement must be made on the date of grant of an Award, providing details of the grant, including the following:

(a) the date of grant;

(b) the market price of the Shares on the date of grant of the Award;

(c) the number of Shares granted under the Award;

(d) the number of Shares granted to Directors, Controlling Shareholders and their Associates under the Award, if any; and

(e) the Vesting Period in relation to the Award.

13.2 **Annual report disclosures.** The following shall be disclosed by the Company in its annual report for so long as the Quantum PSP 2026 continues in operation:

(a) the names of the members of the Committee administering the Quantum PSP 2026;

(b) the information required in the table below for the following Participants:

(i) Directors;

(ii) Controlling Shareholders and their Associates; and

(iii) Participants, other than those in sub-paragraphs (i) and (ii) above, who are entitled to receive 5% or more of the total number of Shares available under the Quantum PSP 2026.

Name of Participant	Aggregate number of Shares comprised in Awards granted to such Participant during the financial year under review	Aggregate number of Shares comprised in Awards granted to such Participant since the commencement of the Quantum PSP 2026 to the end of the financial year under review	Aggregate number of Shares comprised in Awards which have been issued and/or transferred to such Participant pursuant to the Vesting of Awards since the commencement of the Quantum PSP 2026 to the end of the financial year under review	Aggregate number of Shares comprised in Awards which have not been Vested as at the end of the financial year under review

(c) such other information as may be required by the Catalist Rules, the Act and/or all other applicable laws and requirements,

provided that if any of the above requirements is not applicable, an appropriate negative statement shall be included in the annual report.

14. PROPOSED PARTICIPATION BY CONTROLLING SHAREHOLDERS AND THEIR ASSOCIATES IN THE QUANTUM PSP 2026

14.1 **Rationale for participation by Controlling Shareholders and their Associates.** The primary goal of the Quantum PSP 2026 is to encourage eligible Participants to maximise their performance and to reward their significant contributions through equity participation in the Company. The Company believes that the Quantum PSP 2026 will effectively motivate eligible Participants to perform at their best while enabling the Company to provide incentives and remuneration packages comparable to those offered by multi-national companies.

To this end, eligible Participants, including Controlling Shareholders and their Associates, shall be treated equally, recognising their importance to the Group's development and

success. Whether they are Controlling Shareholders or Associates of Controlling Shareholders, the Company believes that all deserving and eligible Participants should have an equal opportunity to participate in and benefit from the Company's fair and equitable remuneration system.

Although Controlling Shareholders and their Associates may already have shareholding interests in the Company, including them in the Quantum PSP 2026 ensures that they receive the same entitlements as other eligible employees who are not Controlling Shareholders or their Associates. The Directors believe that the Company should maintain a fair and equitable remuneration system that rewards all eligible individuals for their significant contributions to the Group's long-term growth, regardless of their status as Controlling Shareholders or their Associates.

The terms of the Quantum PSP 2026 do not distinguish between Controlling Shareholders, their Associates and other Participants when determining eligibility for Awards. These terms ensure that Controlling Shareholders and their Associates are neither unduly favoured nor excluded from participation solely based on their status. Excluding Controlling Shareholders and their Associates could demotivate them and undermine the objectives of the Quantum PSP 2026.

14.2 **Safeguards.** As a safeguard against abuse, all members of the Board who are not Controlling Shareholders or Associates of Controlling Shareholders (and not just members of the Committee) will be involved in deliberations in respect of Award(s) to be granted to Controlling Shareholders and their Associates and the terms and conditions attached to such Award(s).

Pursuant to Rule 852 of the Catalist Rules, specific approval of independent Shareholders is required for the grant of Award(s) to Controlling Shareholders and their Associates as well as the actual number and terms of such Award(s). In seeking such independent Shareholders' approval, clear justification as to their participation, the number of Award(s) and the terms of the Award(s) to be granted to the Controlling Shareholders and their Associates will need to be provided.

As stated in Section 12.3 above, the aggregate number of Shares available to Controlling Shareholders and their Associates shall not exceed 25% of the total number of Shares available under the Quantum PSP 2026, and the aggregate number of Shares available to any one Controlling Shareholder or his Associate shall not exceed 10% of the total number of Shares available under the Quantum PSP 2026.

The Company is of the view that there are sufficient safeguards against abuse resulting from the participation of Controlling Shareholders and their Associates in the Quantum PSP 2026.

14.3 **Controlling Shareholders and their Associates.** Under Rule 852 of the Catalist Rules, the specific grant of Award(s) to Controlling Shareholders and their Associates will have to be approved by the other Shareholders at a general meeting. Each such Controlling Shareholder and/or his Associates shall abstain from voting on the resolution in relation to his participation in the Quantum PSP 2026 and the grant of Awards to him.

It is proposed that Dr Jimmy Gian, the Executive Chairman and Chief Executive Officer and a Controlling Shareholder of the Company, be entitled to participate in the Quantum PSP 2026. As at the Latest Practicable Date, Dr Jimmy Gian has an aggregate direct and deemed interest in 2,285,022,653 Shares, representing approximately 18.15% of the total issued Shares (excluding treasury shares and subsidiary holdings). The actual number and terms of Awards to be granted to Dr Jimmy Gian will be subject to the approval of independent Shareholders by way of separate resolutions in accordance with Rule 852 of the Catalist Rules. For the avoidance of doubt, Dr Jimmy Gian and his Associates shall abstain from voting on the resolutions in relation to the grant of Awards to him.

14.4 **Rationale and justification for the Proposed Controlling Shareholder Participation.** Dr Jimmy Gian was appointed as the Group's Chief Operating Officer (Dental) on 13 January

2022, in which capacity he oversees the Group's dental services business. He was further appointed as the Chief Executive Officer and Executive Chairman of the Company on 13 February 2026. In these concurrent roles, Dr Jimmy Gian oversees and leads the Group as a whole, including charting and implementing the Group's development and growth plans. Dr Jimmy Gian had also successfully led the Company's private placement exercise which completed on 28 November 2025, strengthening the Group's balance sheet and supporting the future growth and business expansion of the Group.

Dr Jimmy Gian's participation in the Quantum PSP 2026 would allow the Company to recognise and reward him for his contributions to the Group. In addition, the Company recognises that Dr Jimmy Gian, as the Group's most senior executive, is vital to the Group's operations and to the execution of its development and growth plans. Accordingly, the Company wishes to allow Dr Jimmy Gian to participate in the Quantum PSP 2026.

In view of the above, the Directors (excluding Dr Jimmy Gian) are of the view that the Proposed Controlling Shareholder Participation will encourage Dr Jimmy Gian to take a long-term view of the Group and motivate him towards improving the Company's performance. For the avoidance of doubt, Dr Jimmy Gian did not take part in the Directors' deliberations regarding the Proposed Controlling Shareholder Participation.

15. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

15.1 None of the Directors or Controlling Shareholders has any interest, direct or indirect, in the Proposed Disposal, other than through their respective shareholdings in the Company (if any).

15.2 Save for Dr Jimmy Gian's interest in the Proposed Adoption of the PSP and the Proposed Controlling Shareholder Participation by reason of his eligibility to participate in the Quantum PSP 2026, none of the Directors or Controlling Shareholders has any interest, direct or indirect, in the Proposed Adoption of the PSP or the Proposed Controlling Shareholder Participation, other than through their respective shareholdings in the Company (if any). The independent Directors, being Group Non-Executive Directors, are not eligible to participate in the Quantum PSP 2026.

15.3 The interests of the Directors and Substantial Shareholders in the Shares as at the Latest Practicable Date, as recorded in the Register of Directors' Shareholdings and the Register of Substantial Shareholders respectively, are set out below:

	Direct Interest		Deemed Interest	
	Number of Shares	**%**[(1)]	**Number of Shares**	**%**[(1)]
Directors				
Gian Siong Lin Jimmy[(2)]	689,110,471	5.47	1,595,912,182	12.68
Ross Yu Limjoco	-	-	-	-
Chong Eng Wee	-	-	-	-
Ong Choon Yi	-	-	-	-
Substantial Shareholders (other than Directors)				
Vanda Love Fund Pte Ltd	2,727,272,800	21.67	-	-
PW Dental Group Pte. Ltd.[(2)]	1,595,912,182	12.68	-	-
Chong Leong Fah Derrick	1,233,181,689	9.80	-	-
Quek Chin Thean	1,657,628,422	13.17	-	-
Lau Chee Herng	839,822,600	6.67	-	-

Note:

(1) Based on 12,587,903,544 Shares in issue as at the Latest Practicable Date.

(2) Dr Jimmy Gian is deemed to be interested in the 1,595,912,182 Shares held by PW Dental Group Pte. Ltd. ("**PW Dental**") by virtue of his 100% shareholding in PW Dental.

16. SERVICE CONTRACTS

16.1 No person is proposed to be appointed as a Director in connection with the Proposed Disposal. Accordingly, no service contract is proposed to be entered into between the Company and any such person in connection with the Proposed Disposal.

17. DIRECTORS' RECOMMENDATION

17.1 **Proposed Disposal.** The Directors, having considered, *inter alia*, the terms of the SPA, the rationale for and benefits of the Proposed Disposal, the Valuation and the financial effects of the Proposed Disposal, are of the opinion that the Proposed Disposal is in the best interests of the Company and accordingly recommend that Shareholders vote in favour of Ordinary Resolution 1 relating to the Proposed Disposal to be proposed at the EGM.

17.2 **Proposed Adoption of the PSP and Proposed Controlling Shareholder Participation.** Dr Jimmy Gian, being the Executive Chairman and Chief Executive Officer of the Company, and a Controlling Shareholder, is eligible to participate in the Quantum PSP 2026. He has therefore refrained from making any recommendation on Ordinary Resolutions 2 and 3.

Save for Dr Jimmy Gian, the Directors, having considered, *inter alia*, the rationale for the Quantum PSP 2026 and the rationale and justification for the Proposed Controlling Shareholder Participation, are of the opinion that the Proposed Adoption of the PSP and the Proposed Controlling Shareholder Participation are in the best interests of the Company and Shareholders. Accordingly, the Directors (excluding Dr Jimmy Gian) recommend that Shareholders vote in favour of Ordinary Resolutions 2 and 3 relating to the Proposed Adoption of the PSP and the Proposed Controlling Shareholder Participation to be proposed at the EGM.

17.3 Shareholders, in deciding whether to vote in favour of the Ordinary Resolutions, should carefully consider the terms of the Proposals and the information set out in this Circular. Shareholders who are in any doubt as to the action they should take should consult their stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

18. ABSTENTION FROM VOTING

18.1 **Proposed Disposal.** As none of the Directors or Controlling Shareholders has any interest, direct or indirect, in the Proposed Disposal (other than through their respective shareholdings in the Company, if any), no Director or Shareholder is required to abstain from voting on Ordinary Resolution 1 at the EGM.

18.2 **Proposed Adoption of the PSP and Proposed Controlling Shareholder Participation.** Pursuant to Rule 858 of the Catalist Rules, any Shareholder who is eligible to participate in, or who is interested in, the Quantum PSP 2026 should abstain from voting at the EGM in respect of Ordinary Resolutions 2 and 3. Such Shareholders should also not accept nominations as proxies in respect of Ordinary Resolutions 2 and 3, unless specific instructions have been given in the proxy instrument by the independent Shareholders appointing them on how they wish their votes to be cast for each of such resolutions. The Company will disregard any votes cast on Ordinary Resolutions 2 and 3 by any person required to abstain from voting pursuant to the Catalist Rules.

Dr Jimmy Gian (being the Executive Chairman and Chief Executive Officer of the Company, and a Controlling Shareholder) is eligible to participate in the Quantum PSP 2026. Accordingly, Dr Jimmy Gian shall abstain, and shall procure that his Associates abstain, from voting at the EGM on Ordinary Resolutions 2 and 3. The Company will also procure that Dr Jimmy Gian and his Associates will not accept appointments as proxies for voting at the EGM in respect of Ordinary Resolutions 2 and 3 unless specific instructions have been given in the proxy instrument on how the Shareholders wish their votes to be cast.

19. EXTRAORDINARY GENERAL MEETING

19.1 The EGM, notice of which is set out on pages N-1 to N-4 of this Circular, will be held at 10.30 a.m. on 20 November 2026 at 133 New Bridge Road, Chinatown Point, #21-06, Singapore 059413 for the purpose of considering and, if thought fit, passing with or without any modifications, the Ordinary Resolutions set out in the Notice of EGM.

20. ACTIONS TO BE TAKEN BY SHAREHOLDERS

20.1 Shareholders who are unable to attend the EGM and who wish to appoint a proxy to attend and vote on their behalf should complete, sign and return the Proxy Form attached to this Circular in accordance with the instructions printed thereon as soon as possible and, in any event, so as to arrive at the office of the Share Registrar, Tricor Barbinder Share Registration Services, at 9 Raffles Place, Republic Plaza, Tower I, #26-01, Singapore 048619, or if submitted electronically, be submitted via email to sg.is.proxy@vistra.com, and in either case, not later than 72 hours before the time fixed for holding the EGM. The completion and return of the Proxy Form by a Shareholder will not prevent him from attending and voting in person at the EGM in place of his proxy if he so wishes.

20.2 A Depositor shall not be regarded as a member of the Company entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register 72 hours before the EGM.

20.3 SRS Investors who wish to vote should approach their respective SRS operators to submit their votes at least seven (7) working days before the EGM in order to allow sufficient time for their respective relevant intermediaries to in turn submit a Proxy Form to appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM.

SHAREHOLDERS ARE ADVISED TO READ THIS CIRCULAR (TOGETHER WITH ALL DOCUMENTS ATTACHED THERETO) CAREFULLY AND IN ITS ENTIRETY BEFORE DECIDING WHETHER TO VOTE FOR OR AGAINST THE ORDINARY RESOLUTIONS SET OUT IN THE NOTICE OF EGM.

21. DIRECTORS' RESPONSIBILITY STATEMENT

21.1 The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposals, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading.

21.2 Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source (including the Independent Valuer and the Purchaser), the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

22. CONSENTS

22.1 The Company's legal adviser, Altum Law Corporation, has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and all references thereto, in the form and context in which they appear in this Circular.

22.2 The Independent Valuer, Navi Corporate Advisory Pte. Ltd., has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name, the Summary Valuation Report set out in Annex A to this Circular, the Valuation Report, and all references thereto, in the form and context in which they appear in this Circular.

23. CAUTIONARY STATEMENT

23.1 Shareholders and potential investors of the Company should note that Completion is subject to, *inter alia*, the fulfilment of the Conditions Precedent, and there is no certainty or assurance as at the date of this Circular that Completion will take place. The Company will make the necessary announcements as and when there are further developments in respect of the Proposed Disposal. Shareholders and potential investors are advised to read this Circular and any further announcements by the Company carefully and to exercise caution when dealing in the Shares. Shareholders should consult their stockbrokers, bank managers, solicitors or other professional advisers if they have any doubt about the actions that they should take.

24. DOCUMENTS AVAILABLE FOR INSPECTION

24.1 Copies of the following documents may be inspected at the registered office of the Company at 100 Tras Street, #11-03, 100AM, Singapore 079027 during normal business hours for a period of three (3) months from the date of this Circular:

(a) the Constitution;

(b) the SPA;

(c) the Valuation Report;

(d) the rules of the Quantum PSP 2026;

(e) the consents of the Company's legal adviser and the Independent Valuer referred to in Section 22 of this Circular;

(f) the annual report of the Company for FY2025; and

(g) the unaudited condensed interim consolidated financial statements of the Group for HY2026.

24.2 Shareholders who wish to inspect these documents are required to send an email request to ir.sg@quantumhealthcare.com.sg to make an appointment in advance. The Company will arrange a date for each Shareholder to inspect the documents accordingly.

Yours faithfully
For and on behalf of the Board of Directors of
QUANTUM HEALTHCARE LIMITED

Dr Gian Siong Lin Jimmy
Executive Chairman and Chief Executive Officer

ANNEX A – SUMMARY VALUATION REPORT

NAVI
NAVIGATE | ADVISE | VALUE

Report date:
30 October 2026

VALUATION REPORT OF THE TARGET GROUP

PREPARED FOR QUANTUM HEALTHCARE LIMITED

Summarised Valuation Report

NAVIGATE • ADVISE • VALUE

Executive Summary

Valuation of 100% equity interest of the Target Group (as defined herein)	
Valuation Date	30 June 2026
Intended use of valuation and/or intended user (if applicable)	To ascertain the Market Value (as defined herein) of 100% equity interest in the capital of Target Group (as defined herein) to seek shareholders' approval for the Proposed Disposal (as defined herein) by Quantum Healthcare Limited ("**Company**" or "**QH**")
Background	Listed on the Catalist board of the Singapore Exchange Securities Trading Limited ("**SGX-ST**"), the Company operates, through its subsidiaries, in two core business segments: (i) the design, assembly and distribution of therapeutic solutions for the minimally invasive treatment of complex vascular diseases, carried out through QT Vascular Ltd and its subsidiaries; and (ii) the operation of a network of dental clinics in Singapore, carried out through Asia Dental Group Pte Ltd and its subsidiaries. The Company was incorporated in Singapore in 2022, pursuant to a scheme of arrangement under which QT Vascular Ltd (formerly listed on the Catalist board of the SGX-ST) became a wholly-owned subsidiary of the Company, and the Company assumed QT Vascular Ltd's Catalist listing status. QT Vascular Ltd ("**QT Vascular" or "Target**") and its subsidiaries and associate, (together, the "**Target Group**"), were principally engaged in the design, assembly and distribution of advanced therapeutic solutions, including drug-coated balloon catheters, for the minimally invasive treatment of complex vascular diseases ("**Vascular Business**") which had ceased since FY2021. The Target Group comprises the Target as the holding company, which wholly-owns Quattro Vascular Pte Ltd ("**QV**") and TriReme Medical (Singapore) Pte Ltd ("**TMSG**"), and TriReme Medical LLC ("**TMUS**"), incorporated in the United States, which is an associate held by the Target with an equity interest of 20.19%. We understand the Company is considering proposing to dispose of its entire equity interest in the Target Group (the "**Proposed Disposal**") and would like to perform an independent valuation of the Target Group

Valuation of 100% equity interest of the Target Group (as defined herein)	
	for the Company to seek approval from the shareholders of the Company ("**Shareholder(s)**") at an extraordinary general meeting. As a result of the Proposed Disposal, the Company would like to perform an independent valuation exercise to ascertain the Market Value (as defined herein) of the 100% equity interest in the capital of Target Group.
Subject matter	100% equity interest in the capital of the Target Group
Basis of Valuation	Market Value (as defined herein)
Valuation approach	Cost Approach
Valuation currency	Singapore Dollar (SGD or S$)
Other details	We wish to highlight that any discrepancies in tables included herein between the amounts and the totals thereof are due to rounding; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.
Based on the analysis outlined in the report which follows, we are of the opinion that the Market Value (as defined herein) of the 100% equity interest in the capital of Target Group as at the Valuation Date is **nil**.	

Private and Confidential

Our reference: Q0002-BV-r004

NAVI CORPORATE ADVISORY PTE LTD
Company Registration No. 202224784E

6 Battery Road
Level 42 The Executive Centre
Singapore 049909

www.navi.sg

30 October 2026

Quantum Healthcare Limited
100 Tras Street #11-03,
100 AM
Singapore 079027

Dear Sirs,

VALUATION OF 100% EQUITY INTEREST OF THE TARGET GROUP (AS DEFINED HEREIN)

*All capitalised terms used in this summarised valuation report dated 30 October 2026 ("**Summarised Valuation Report**") shall bear the same meanings as ascribed to them in the valuation report dated 30 October 2026 ("**Full Report**").*

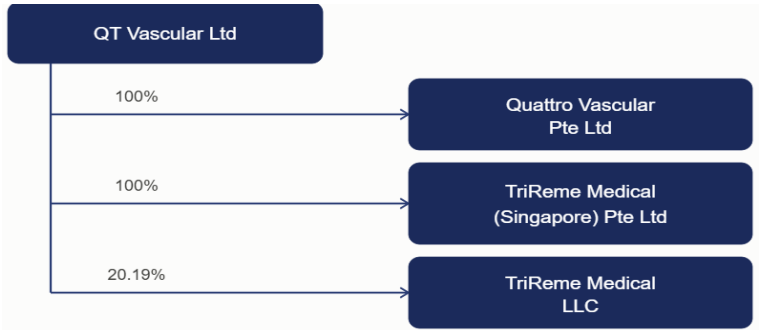
In accordance with your instructions, we have undertaken valuation service for Quantum Healthcare Limited (the "**Company**" or "**QH**") in relation to the Target Group (as defined herein).

Listed on the Catalist board of the Singapore Exchange Securities Trading Limited ("**SGX-ST**"), the Company operates, through its subsidiaries, in two core business segments: (i) the design, assembly and distribution of therapeutic solutions for the minimally invasive treatment of complex vascular diseases, carried out through QT Vascular Ltd and its subsidiaries; and (ii) the operation of a network of dental clinics in Singapore, carried out through Asia Dental Group Pte Ltd and its subsidiaries.

The Company was incorporated in Singapore in 2022, pursuant to a scheme of arrangement under which QT Vascular Ltd (formerly listed on the Catalist board of the SGX-ST) became a wholly-owned subsidiary of the Company, and the Company assumed QT Vascular Ltd's Catalist listing status.

QT Vascular Ltd ("**QT Vascular**" or "**Target**") and its subsidiaries and associate (together, the "**Target Group**") were principally engaged in the design, assembly and distribution of advanced therapeutic solutions, including drug-coated balloon catheters, for the minimally invasive treatment of complex vascular diseases ("**Vascular Business"**) which had ceased since FY2021.

The corporate structure of the Target Group is as follows:



As shown above, the Target Group comprises Target as the holding company, which wholly-owns Quattro Vascular Pte Ltd ("**QV**") and TriReme Medical (Singapore) Pte Ltd ("**TMSG**"). TriReme Medical LLC ("**TMUS**") is an associate held by Target incorporated in the United States with an equity interest of 20.19%.

The Company is considering proposing to dispose of its entire equity interest in the Target Group (the "**Proposed Disposal**") and would like to perform an independent valuation of the Target Group to for the Company to seek approval from Shareholders at an extraordinary general meeting.

As a result of the Proposed Disposal, the Company would like to perform an independent valuation exercise to ascertain the Market Value (as defined herein) of the 100% equity interest in the capital of Target Group.

This valuation has been undertaken on a Market Value basis in accordance with the International Valuation Standards ("**IVS**") (2025) which is defined as follows:

"The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

The valuation date is 30 June 2026 ("**Valuation Date**") and the date of our report is 30 October 2026 ("**Report Date**").

Based on the analysis outlined in the report which follows, we are of the opinion that the Market Value of the 100% equity interest in the capital of the Target Group as at the Valuation Date is nil.

The following pages outline the factors considered and the methodology and assumptions employed in formulating our views, opinions and conclusions. Any views, opinions and/or conclusions are subject to the assumptions and limiting conditions contained therein.

Yours faithfully,
For and on behalf of
Navi Corporate Advisory Pte Ltd

Richard Yap
CEO

Terms of reference

Navi Corporate Advisory Pte Ltd ("**NAVI**" or "**Valuer**") has been appointed to undertake an independent valuation of 100% equity interest in the capital of the Target Group. We were neither a party to the negotiations entered into by the Company in relation to the Proposed Disposal nor were we involved in the deliberation leading up to the decision on the part of the management of the Company and/or the Target Group ("**Management**") to enter into the Proposed Disposal (as the case may be) and we do not, by the Summarised Valuation Report, Full Report or otherwise, advise or form any judgement on the merits of the Proposed Disposal. We do not warrant the merits of the Proposed Disposal or the acceptability of the risk for the Proposed Disposal.

We have confined our evaluation strictly and solely on the financials of the Target Group and have not taken into account the commercial/financial risks and/or merits (if any) of the Proposed Disposal or the strategic merits or the comparison with other deals involving shares of the Company and/or the Target Group. We were not required to comment on or evaluate the methods or procedures used by the Target Group to manage the change in any risk profile of the Company and/or the Target Group in the context of possible changes in the nature of operations. Such evaluation or comment remains the responsibility of the Management although we may draw upon their views or make such comments in respect thereof (to the extent deemed necessary or appropriate by us) in arriving at our view as set out in the Summarised Valuation Report and/or Full Report.

We were not requested or authorised to solicit, and we have not solicited, any indications of interest from any third party with respect to the Proposed Disposal. In addition, we do not express any views or opinions on the merits of the Proposed Disposal, the legality or all other matters pertaining to the Proposed Disposal, documents for the Proposed Disposal (the notice of meeting and the accompanying explanatory notes), *inter alia*, the independence of any party or mechanism or process of voting, acceptance, its eligibility or validity or the other alternatives (if any) or the sufficiency of the information.

In the course of our evaluation, we have held discussions with, *inter alia*, the Management regarding their assessment of the Proposed Disposal and have examined publicly available information collated by us as well as the financial information, both written and verbal, provided to us by the Management, including its consultants or advisers (where applicable). We have not independently verified such information but have made enquiries and used our judgement as we deemed necessary on such information and have found no reason to doubt the reliability of the information. Accordingly, we cannot and do not expressly or impliedly represent or warrant, and do not accept any responsibility for, the accuracy, completeness or adequacy of such information or the manner in which it has been classified or presented.

We do not warrant and have not commented on the acceptability of the risk that the Company and/or the Target Group may be subject to for the Proposed Disposal.

The scope of our appointment does not require us to perform an independent evaluation or appraisal of the individual assets, liabilities and/or profitability of the Company and/or the Target Group and we do not express a view on the financial position, future growth prospects and earnings potential of the Company after the completion of the Proposed Disposal. As such, we have relied on the disclosures and representations made by the Company on the value of the assets and liabilities and profitability of the Target Group. In this respect, we have been furnished with, inter alia, the audited financial statements of the Target, TMSG and/or QV from FY2023 to FY2025 and the management accounts of the Target, TMSG and/or QV as at the Valuation Date and have held discussions with the Management. We have relied on those financial statements, management accounts and representations in assessing the assets and liabilities of the Target Group.

Our opinion in this Summarised Valuation Report and/or Full Report is based on economic conditions, market, industry, monetary and other conditions (if applicable) in effect on, and the information provided to us, as at the Valuation Date. Accordingly, the bases or assumptions and likewise our views or opinions may change in light of developments which *inter alia*, include general as well as company-specific or industry-specific conditions or sentiments or factors.

Shareholders should note that the evaluation is based solely on publicly available information and other information provided by the Management as well as the economic and market conditions prevailing as at the Valuation Date, and therefore does not reflect unexpected financial performance and financial condition after the Valuation Date or developments both macro and company-specific and that these factors do and will necessarily affect the valuation of the interests in the capital of the Target Group. Likewise, this Summarised Valuation Report outlines some of the matters or bases or factors or assumptions which we have used in our valuation and is a summary. They are by no means exhaustive or a reproduction of all the matters or bases or factors or assumptions etc. which we have used in the valuation.

In rendering the opinion, we have made no regard for the general or specific investment objectives, financial situation, tax position, risk profiles or unique needs and constraints of any individual shareholder of the Company and/or the Target Group. As such, any individual Shareholder who may require advice in the context of his or her specific investment portfolio, including his or her investment in the Company and/or the Target Group, should consult his or her stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

Accordingly, any factor or assumption or basis as well as the relative emphasis on any matter set out in this Summarised Valuation Report and provided by the Company and/or the Target Group which we used or may have used may differ from the relative emphasis accorded by any individual Shareholder and that any reliance on our opinion or view or assessment, is subject to the contents of the Summarised Valuation Report and Full Report in its entirety.

Accordingly, our Summarised Valuation Report, Full Report, opinion or views or recommendation should not be used or relied on by anyone for any other purposes and should only be used by the Company, subject to the terms of reference and the contents of the Summarised Valuation Report and Full Report as one of the basis for their opinion or views or recommendation. In addition, any references to our Summarised Valuation Report, Full Report, opinion or views, should not be made except with our prior consent in writing and even if made with our prior consent in writing, shall be subject to the contents of the Summarised Valuation Report and/or Full Report in its entirety *inter alia* the matters, conditions, assumptions, factors and bases as well as our terms of reference for the Summarised Valuation Report and/or the Full Report.

Credentials

Navi Corporate Advisory Pte Ltd ("**NAVI**") is a boutique corporate advisory firm founded by the CEO Richard Yap in 2022 who specialises in providing business valuation services. NAVI is a corporate member of the International Valuation Standards Council (the independent global standard setter for the valuation profession). Mr Richard Yap is a member of The Institute of Valuers and Appraisers, Singapore (IVAS) who holds the certification of Chartered Valuer and Appraiser and has the requisite certification for conducting business valuation.

Mr Richard Yap has around 15 years of experience as a business valuer. He has conducted business valuations on companies located/ operating in countries such as Singapore, Malaysia, Indonesia, China and India for transaction purpose. Besides valuations for transaction purpose, Mr Richard Yap also conducts valuations for financial reporting purpose such as purchase price allocation exercise, share option valuation and impairment assessment of companies operating in Singapore, Malaysia, China, Vietnam and Thailand.

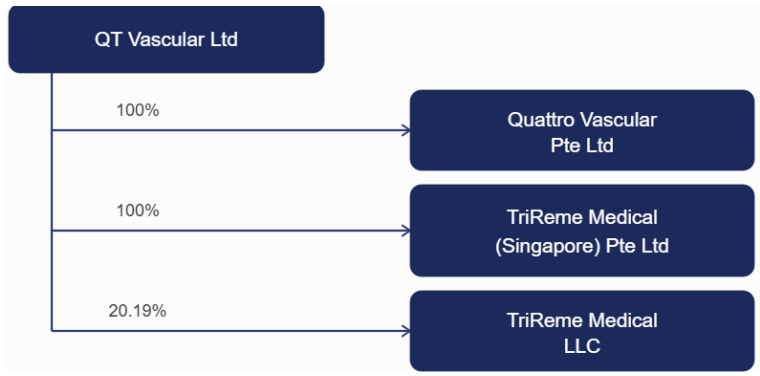
1.0 Background

1.1 Introduction

Listed on the Catalist board of the SGX-ST, the Company operates, through its subsidiaries, in two core business segments: (i) the design, assembly and distribution of therapeutic solutions for the minimally invasive treatment of complex vascular diseases, carried out through the Target and its subsidiaries; and (ii) the operation of a network of dental clinics in Singapore, carried out through Asia Dental Group Pte Ltd and its subsidiaries.

The Company was incorporated in Singapore in 2022, pursuant to a scheme of arrangement under which QT Vascular Ltd (formerly listed on the Catalist board of the SGX-ST) became a wholly-owned subsidiary of the Company, and the Company assumed QT Vascular Ltd's Catalist listing status.

The Target Group was principally engaged in the Vascular Business which had ceased in FY2021. The corporate structure of the Target Group is as follows:



As shown above, the Target Group comprises Target as the holding company, which wholly-owns QV and TMSG. TMUS is an associate held by Target incorporated in the United States with an equity interest of 20.19%.

The Company is considering proposing to dispose of its entire equity interest in the Target Group and would like to perform an independent valuation of the Target Group for the Company to seek approval from Shareholders at an extraordinary general meeting.

It is in relation to the above that NAVI has been invited to assist the Company to perform the valuation exercise of the Target Group and prepare for this submission.

1.2 Instruction

The Company instructed NAVI to perform the valuation of the 100% equity interest in the capital of the Target Group.

The Valuation Date is 30 June 2026 and the Report Date is 30 October 2026.

1.3 Intended Use and/or Intended Users (if applicable)

The intended use of the valuation is to ascertain the Market Value of the 100% equity interest in the capital of the Target Group to seek shareholders' approval by the Company for the Proposed Disposal.

1.4 Basis of Valuation

This valuation has been undertaken on a Market Value basis in accordance with the IVS (2025) which is defined as follows:

"The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

1.5 Statement of Independence

We confirm that we have no present or contemplated interest in the Target Group which is the subject of this valuation and are acting independently of all parties. We were not involved in the discussion leading up to the decision on the part of the Management to enter into the Proposed Disposal. Our fees are agreed on a lump sum basis and are not contingent on the outcome. As such, we are in a position to provide an objective and unbiased valuation.

1.6 Limitation of Circulation

This Summarised Valuation Report has been prepared solely to seek shareholders' approval by the Company. Save for the inclusion of this Summarised Valuation Report in the circular to be issued by the Company to its shareholders, this Summarised Valuation Report is not to be otherwise used or referred to in any legal or court proceedings, general circulation, publication or reproduction in any form without our prior written consent. We will assume no responsibility or liability for any losses incurred by you or any third party as a result of unauthorised circulation, publication or reproduction of this report in any form and/or if used contrary to the intended use stated therein.

2.0 Valuation Approach and Methodology

2.1 Valuation Approaches

We have considered the 3 valuation approaches namely Income Approach, Market Approach and Cost Approach. The details of the various valuation approaches are described as follows:

2.1.1 Income Approach

Income Approach provides an indication of value by converting projected cash flows to a single current value. Under the Income Approach, the value of an asset is determined by reference to the value of income, cash flow or cost savings generated by the asset.

2.1.2 Market Approach

Market Approach provides an indication of value by comparing the asset and/or liability with identical or comparable (that is similar) assets and/or liability for which price information is available. The Market Approach often uses market multiples derived from a set of comparables, each with different multiples. The selection of the appropriate multiple within the range may require adjustment and judgement, considering qualitative and quantitative factors.

2.1.3 Cost Approach

Cost Approach provides an indication of value using the economic principle that a buyer will pay no more for an asset than the cost to obtain an asset of equal utility, whether by purchase or by construction, undue time, inconvenience, risk or other factors are involved. The approach provides an indication of value by calculating the current replacement or reproduction cost of an asset and making deductions for all relevant forms of obsolescence.

2.2 Valuation Methodology

Based on the discussion with Management and review of the information, we have adopted the sum-of-parts method. The valuation of 100% equity interest Target Group is based mainly on:

a) 100% equity interest in the capital of Target, including the following subsidiaries and associate;
   - 100% equity interest in the capital of QV held by Target;
   - 100% equity interest in the capital of TMSG held by Target; and
   - 20.19% equity interest in the capital of TMUS held by Target.

Based on the discussion with the Management and review of the information, we have adopted the Cost Approach as our primary approach.

The rationale for adopting Cost Approach is because the Target is an investment holding company whose value is derived primarily from its underlying investments. Further, its subsidiaries, QV and TMSG, have been dormant since FY2021 and are not expected to generate concrete and probable cash flows in the near future. In addition, Target's cumulative share of unrecognised losses in TMUS as at 31 December 2025 is not expected to distribute income back to the Target and Target has written off its cost of investment in TMUS.

The market approach and/or income approach are not adopted because the Target is an investment holding company and its subsidiaries, QV and TMSG have been dormant since FY2021. Target, QV and TMSG have not generated any sales and earnings since FY2021 and were in a net liability position as at the Valuation Date. In addition, Target's cumulative share of unrecognised losses in TMUS as at 31 December 2025 is not expected to distribute income back to the Target. There is no meaningful basis on which to apply trading or transaction multiples derived from comparable companies. Also, based on the analysis, the volatilities from the multiples of Comparable Companies make it difficult to conclude a reliable amount for the valuation by adopting the result from a single market multiple approach, and no single company was comparable in size, capital, nature of business, operations and trading status.

Accordingly, we have relied solely on the Cost Approach in assessing the equity value of the Target Group.

2.3 Cost Approach

We have used the Cost Approach to assess the overall market value of Target Group based on the underlying value of its net asset. The Market Value of the 100% equity interest in the capital of the Target Group is ascertained based on the following formula:

(Market Value of total assets) – (Market Value of total liabilities)

Based on our analysis and discussion with Management, the Market Value of 100% of the Target Group's net assets is nil.

3.0 Key Assumptions

We have made the following key assumptions in this valuation exercise (where applicable). Any deviation from the following key assumptions may significantly vary the valuation of the Target Group:

- The financial information provided accurately reflects the Target Group's financial, operating position and performance.
- The financial statements were prepared in accordance with accounting principles generally accepted internationally on a true and fair basis.
- There will not be any material changes in the political, legal, regulatory, market and/or economic conditions in the country(ies) that which Target Group operate which may adversely affect the future prospects of the Target Group.
- There will be no material change in inflation, interest rates, exchange rates and/or rates of taxation from those prevailing as at the Valuation Date.
- There are no contingent liabilities, unusual contractual obligations or substantial commitments which would have a material effect on the value of the Target Group.
- The current owners of the Target Group have clear and unencumbered title of ownership over all assets included in this assessment.
- The Target Group's operations and business will not be severely interrupted by any force majeure event or unforeseeable factors or any unforeseeable reasons that are beyond the control of the Management, including but not limited to the occurrence of natural disasters or catastrophes, epidemics or serious accidents.

Other assumptions specific to a particular valuation approach or certain observations and conclusions are outlined in the ensuing sections of the Report.

The valuation is largely based on information provided to us by the Management who is solely responsible for their contents/accuracy. We have not performed any work in the nature of an audit or due diligence or investigation of the information provided to us and accordingly have not expressed any such opinion in this Report. Further, we have not carried out any work in the nature of a feasibility study, nor have we expressed a viable opinion on the Proposed Disposal. We have also not verified or confirmed the information provided to us and have assumed that all such information is accurate and is not subject to material error or omission.

4.0 Statement of Value

Based on the Cost Approach, we are of the opinion that the Market Value of the 100% equity interest in the capital of the Target Group as at the Valuation Date is **nil**.

5.0 Exclusions and Limitation of Liability

Our work has been performed in accordance with and subject to our Standard Conditions of Engagement, a copy of which has been previously provided. For your reference, we highlight some of the more pertinent points:

- We have used due skill and care in the provision of the services set out in this Summarised Valuation Report;
- We shall not under any circumstances be liable for damages, or for losses, that are not a direct result of breach of contract, or negligence, on our part in respect of services provided in connection with, or arising out of, the engagement set out in this letter (or any variation or addition thereto), or for any consequential losses or loss of profits of whatsoever nature. In any event, the liability of NAVI, its related companies, partners, directors and staff (whether in contract, negligence or otherwise) shall in no circumstances exceed the fees paid specifically for the work in question which allegedly entailed a breach of contract or negligence on our part;
- In no event shall NAVI, its related companies, partners, directors and staff be liable for any loss, damage, cost or expense arising in any form or in connection with the fraudulent acts or omissions, or any misrepresentations or any default on the part of the directors, employees or agents of the management of the Company and its subsidiaries;
- Without derogating from the aforesaid provisions, we shall not under any circumstances whatsoever, be liable to any third party, whether or not they are shown a copy of any work that we have done pursuant to the terms of our engagement, and whether or not we have consented to such work being shown to them, save and except where we specifically agreed in writing to accept such liability;
- Except as a result of our own negligence or wilful default, in the event that we find ourselves subject to a claim or incur legal costs from another party as a result of false or misrepresented information provided by Management in connection with this engagement, any claim established against us and the cost we necessarily incur in defending it would form part of the expenses we would look to recover from the management of the Company.

ANNEX B – RULES OF THE QUANTUM PSP 2026

RULES OF THE QUANTUM HEALTHCARE LIMITED PERFORMANCE SHARE PLAN 2026

1. NAME OF THE PLAN

This performance share plan shall be called the "**Quantum PSP 2026**".

2. DEFINITIONS

2.1 In this Quantum PSP 2026, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Acceptance Form**" : An acceptance form confirming a Participant's acceptance of an Award, as defined in Rule 7.6;

"**Acceptance Period**" : The period within which a grant of Award may be accepted, as defined in Rule 7.6;

"**Act**" : The Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time;

"**Adoption Date**" : The date on which the Quantum PSP 2026 is adopted by the Company in general meeting;

"**Associate**" : (a) In relation to any Director, chief executive officer, Substantial Shareholder or Controlling Shareholder (being an individual) means:

(i) his immediate family;

(ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and

(iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and

(b) In relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more;

"**Auditors**" : The auditors of the Company for the time being;

"**Award**" : A contingent award of Shares granted under the Quantum PSP 2026;

"**Award Date**" : The date on which an Award is granted to a Participant pursuant to the Rules;

"**Award Letter**"	:	An award letter confirming the grant of an Award to a Participant by the Committee, as defined in Rule 7.4;
"**Board**"	:	The board of directors of the Company for the time being;
"**Catalist**"	:	The sponsor-supervised listing platform of the SGX-ST;
"**Catalist Rules**"	:	Listing Manual Section B: Rules of Catalist of the SGX-ST, as amended, modified or supplemented from time to time;
"**CDP**"	:	The Central Depository (Pte) Limited;
"**Change of Control Event**"	:	An event which results in one or more of the following: (a) a change in the legal or beneficial ownership of 20% or more of the Company's issued share capital and any subsequent increase of 5% or more of the Company's issued share capital; (b) a change that will or may have the effect of altering control of the Company; (c) the sale of all or substantially all of the business and assets of the Company;
"**Clawback Determination Date**"	:	Has the meaning given to it in Rule 10.4;
"**Clawback Notification Date**"	:	Has the meaning given to it in Rule 10.4;
"**Clawback Period**"	:	Has the meaning given to it in Rule 10.2(b);
"**Clawback Right**"	:	Has the meaning given to it in Rule 10.2(b);
"**Committee**"	:	A committee comprising Directors duly authorised and appointed by the Board to administer the Quantum PSP 2026;
"**Company**"	:	Quantum Healthcare Limited (Company Registration No. 202218645W), a public company incorporated in Singapore;
"**Constitution**"	:	The constitution of the Company, as amended, modified or supplemented from time to time;
"**Control**"	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of the Company;

"**Controlling Shareholder**"	:	A person who: (a) holds directly or indirectly 15% or more of the nominal amount of all voting shares in the Company. The SGX-ST may determine that a person who satisfies this paragraph is not a controlling shareholder; or (b) in fact exercises Control over the Company;
"**CPF**"	:	The Central Provident Fund;
"**Director(s)**"	:	The director(s) of the Company for the time being;
"**Group**"	:	The Company and its subsidiaries collectively, and each shall be referred to as a "**Group Company**";
"**Group Employee**"	:	Any confirmed full-time employee of the Group, including any Group Executive Director, but excluding any Group Non-Executive Director;
"**Group Executive Director**"	:	Any director of a Group Company who performs an executive function;
"**Group Non-Executive Director**"	:	Any director of a Group Company other than a Group Executive Director;
"**immediate family**"	:	In relation to a person, means the person's spouse, child, adopted child, step-child, sibling and parent;
"**Market Day**"	:	A day on which the SGX-ST is open for trading of securities;
"**Participant**"	:	An eligible person who is selected by the Committee to participate in the Quantum PSP 2026 in accordance with the rules hereof;
"**Performance Period**"	:	The period during which the Performance Targets shall be satisfied;
"**Performance Target**"	:	The performance targets prescribed by the Committee to be fulfilled by a Participant for any Performance Period under the Quantum PSP 2026;
"**Personal Data**"	:	Has the meaning ascribed to it under the PDPA, as may be amended, modified or supplemented from time to time;
"**PDPA**"	:	The Personal Data Protection Act 2012 of Singapore, as amended, modified or supplemented from time to time;

"**Record Date**"	:	The date as at the close of business (or such other time as may have been prescribed by the Company) on which Shareholders must be registered in order to participate in the dividends, rights, allotments or other distributions (as the case may be);
"**Recoverable Monies**"	:	Has the meaning given to it in Rule 10.2(b);
"**Released Shares**"	:	Has the meaning given to it in Rule 10.2(b);
"**Released Value**"	:	In relation to Released Shares, has the meaning given to it in Rule 10.4(b);
"**Rules**"	:	The rules of the Quantum PSP 2026, as may be amended, modified or supplemented from time to time;
"**Securities Account**"	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account;
"**SFA**"	:	The Securities and Futures Act 2001 of Singapore, as amended, modified or supplemented from time to time;
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited;
"**Shareholders**"	:	Registered holders for the time being of Shares, except where the registered holder is CDP, the term "**Shareholders**" shall, in relation to such Shares, mean the Depositors in the Depository Register maintained by CDP and whose Securities Accounts are credited with those Shares;
"**Shares**"	:	Ordinary shares in the issued capital of the Company;
"**Vesting**"	:	In relation to Shares in respect of which the Vesting Period has ended and vesting conditions have been fulfilled to the satisfaction of the Committee in its sole discretion under the Quantum PSP 2026, the absolute entitlement to all or some of the Shares which are the subject of that Award and "**Vest**" and "**Vested**" shall be construed accordingly;
"**Vesting Date**"	:	In relation to Shares which are the subject of an Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares shall be Vested pursuant to Rule 9;
"**Vesting Period**"	:	In relation to an Award, a period, the duration of which is to be determined by the Committee at the Award Date, after the expiry of which Shares which are subject to the applicable period shall be Vested to the relevant Participant on the relevant Vesting Date, subject to Rule 9;
"**%**"	:	Per cent or percentage

2.2 The terms "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the meanings ascribed to them respectively in Section 81SF of the SFA. The terms "**treasury shares**", "**Substantial Shareholder**", "**subsidiary**" and "**subsidiary holdings**" shall have the meanings ascribed to them in the Act or the Catalist Rules, as the case may be.

2.3 Words denoting the singular shall, where applicable, include the plural and *vice versa*. Words denoting the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons shall, where applicable, include corporations.

2.4 Any reference to a time of day and dates in the Quantum PSP 2026 shall be a reference to Singapore time and dates, unless otherwise stated.

2.5 Any reference in the Quantum PSP 2026 to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word or term defined under the Act or any statutory modification thereof, and used in the Quantum PSP 2026 and the Rules shall, where applicable, have the meaning assigned to it under the Act or any statutory modification thereof, as the case may be, unless otherwise provided.

2.6 The headings in this Quantum PSP 2026 are inserted for convenience only and shall be ignored in construing this Quantum PSP 2026.

3. OBJECTIVES

The Quantum PSP 2026 is a share incentive scheme. It offers Participants a valuable opportunity to participate in the equity of the Company, fostering a sense of ownership and aligning their interests with the long-term success of the Group. By enabling Participants to share in the equity of the Company, the Quantum PSP 2026 serves as a powerful tool to incentivise dedication, encourage superior performance, and reward Participants who actively contribute to the sustained growth and enhanced value of the Group. The Company has taken steps to align itself with and embrace global and local trends and best practices in compensation to achieve the following objectives:

(a) to serve as an additional method available to the Group for compensating the Participants rather than merely through salaries, salary increments and/or cash bonuses and to make remuneration sufficiently competitive to recruit and retain employees;

(b) to enhance the Group's ability to retain and attract highly qualified Participants whose contributions are important to the Group's long-term business plans and objectives;

(c) to offer Participants the opportunity to acquire or increase their equity interests in the Company and a chance to share in the profits of the Company by making them shareholders;

(d) to motivate Participants to maximise their performance and efficiency due to the possible financial rewards arising from the Awards granted, and to maintain a high level of contribution to the Group and create value for Shareholders;

(e) to promote greater commitment and dedication, instil loyalty and a stronger identification by the Participants with the long-term development and growth of the Group; and

(f) to align the interests of the Participants with those of the Company's Shareholders.

4. ELIGIBILITY

4.1 The following persons shall be eligible to be selected at the absolute discretion of the Committee to participate in the Quantum PSP 2026:

(a) executive employees of any Group Company who hold such rank and may be designated by the Committee from time to time; and

(b) other Group Employees who, in the opinion of the Committee, have contributed or have the potential to contribute to the success of the Group, or whom the Committee deems appropriate in its sole and absolute discretion,

provided that each such person is at least 21 years of age, is not an undischarged bankrupt and where such person is a Controlling Shareholder and/or his Associate, Rule 4.2 shall apply.

For the avoidance of doubt, Group Non-Executive Directors are not eligible to participate in the Quantum PSP 2026.

4.2 Persons who are Controlling Shareholder(s) or their Associates may participate in the Quantum PSP 2026 provided that: (a) the participation of each of them; and (b) the actual number and terms of Awards granted to each of them, have been approved by independent Shareholders of the Company in general meetings in separate resolutions for each such person, and/or according to the prevailing requirements in the Catalist Rules. Each of such Controlling Shareholder(s) and/or their Associates shall abstain from voting on the resolution in relation to his participation in the Quantum PSP 2026 and the grant of Awards to him.

4.3 For the purposes of the application of these Rules to a person referred to in Rule 4.1 above, any reference in these Rules to "**employ**" or "**employment**" shall be construed accordingly in such manner as the Committee deems appropriate in the context of the relationship between such person and the Group Company.

4.4 There shall be no restriction on the eligibility of any Participant to participate in any other share option or share incentive schemes implemented by any of the other companies within the Group Companies or any other corporation.

5. LIMITATION ON THE SIZE OF THE QUANTUM PSP 2026

5.1 The aggregate number of Shares over which the Committee may issue or deliver pursuant to all Awards granted under the Quantum PSP 2026, and all other share-based incentive schemes implemented by the Company and for the time being in force (if any), shall not exceed 15% of the total issued Shares of the Company excluding treasury shares and subsidiary holdings from time to time.

5.2 Shares which are the subject of Awards which have lapsed for any reason whatsoever may be the subject of further Awards granted by the Committee and shall not count towards the limit under Rule 5.1.

5.3 The aggregate number of Shares which may be offered by way of grant of Awards to Participants who are Controlling Shareholder(s) and/or their Associates shall not exceed 25% of the total number of Shares available under the Quantum PSP 2026.

5.4 The aggregate number of Shares which may be offered by way of grant of Awards to each Participant who is a Controlling Shareholder or his Associate shall not exceed 10% of the total number of Shares available under the Quantum PSP 2026.

6. DATE OF GRANT

The Committee may, subject to Rule 4, Rule 5 and Rule 12, grant Awards at any time during the period when the Quantum PSP 2026 is in force, except that no Award shall be granted during the period of one (1) month before the announcement of its half-year financial results (if applicable) and full-year financial results and the period of two (2) weeks before the announcement of the financial results of the Company for each of the first, second and third

quarters of its financial year (if applicable). In the event that an announcement on any matter of an exceptional nature involving unpublished price-sensitive or trade-sensitive information is made, Awards may only be granted on or after the second Market Day following the day on which such announcement is released.

7. GRANT AND ACCEPTANCE OF AWARDS

7.1 The selection of the Participants and number of Shares which are the subject of each Award to be granted to a Participant in accordance with the Quantum PSP 2026 shall be determined at the absolute discretion of the Committee, which shall take into account criteria such as, *inter alia*, the Participant's rank, scope of responsibilities, job performance, years of service, potential for future development and contribution to the success of the Group.

7.2 Awards represent the right of a Participant to receive fully-paid Shares free of charge, provided that:

(a) in the case of time-based Awards, there is satisfactory completion of time-based service conditions, that is, after the Participant has served the Group for a specified number of years; and

(b) in the case of performance-based Awards, Performance Targets are met prior to the expiry of the prescribed Performance Period. Performance Targets will be set by the Committee depending on each Participant's job scope and responsibilities. The Performance Targets to be set shall take into account both the medium and long-term corporate objectives of the Group and the Participant's track record and contribution to the Group and will be aimed at sustaining long-term growth. In addition, the Participant's length of service with the Group, achievement of past Performance Targets, value-add to the Group's performance and development and overall enhancement to Shareholder value, *inter alia*, may be taken into account.

7.3 The Committee shall, in its absolute discretion, decide in relation to an Award:

(a) the Participant;

(b) the date on which the Award is to be granted;

(c) the number of Shares which are the subject of the Award;

(d) the prescribed service conditions and/or Performance Targets (including the Performance Period during which the prescribed Performance Targets are to be satisfied) and/or any other basis on which the Award is to be granted;

(e) the Vesting Period(s);

(f) the extent to which Shares which are the subject of that Award shall be Vested at the end of each prescribed Vesting Period or on the prescribed Performance Targets and/or service conditions, if any, being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be; and

(g) any other condition which the Committee may determine in relation to that Award.

7.4 As soon as reasonably practicable after an Award is finalised by the Committee, the Committee shall send an Award letter to the Participant confirming the said Award which shall be in, or substantially in the form set out in Schedule A, subject to such amendments as the Committee may determine from time to time ("**Award Letter**").

7.5 In its absolute discretion, the Committee may amend or waive the terms of the Award, such as the Performance Period, Performance Targets and Vesting Period(s):

(a) in the event of a take-over offer being made for the Shares or if Shareholders or under the Act, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies or in the event of a proposal to liquidate or sell all or substantially all of the assets of the Company; or

(b) if anything happens which causes the Committee to conclude that any of the terms of the Award should be waived or amended to ensure a fairer measure of performance and would be no less difficult to satisfy,

and shall notify the Participants affected of such amendment or waiver.

7.6 The grant of an Award shall be accepted at any time within 30 days from the relevant Award Date or such other period determined by the Committee and set out in the Award Letter (the "**Acceptance Period**"). The recipient of an Award must complete, sign and return to the Company the acceptance form in the form or substantially in the form set out in Schedule B (the "**Acceptance Form**"), subject to such modification as the Committee may determine from time to time. The Acceptance Form shall be received by the Company not later than 5.00 p.m. on the date specified in the Award Letter and accompanied by such other documentation as the Company may require.

7.7 The Award is deemed not accepted until actual receipt by the Company of the duly signed and completed Acceptance Form and any other documentation as the Company may require. The Committee shall be entitled at its absolute discretion to reject any purported acceptance of the Awards which does not strictly comply with the Rules.

7.8 An Award shall be personal to a Participant to whom it is granted and shall not be transferred (other than to a Participant's duly appointed legal personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the approval of the Committee.

7.9 In the event that a grant of Award results in a contravention of any applicable law or regulation, such grant shall be null and void and be of no effect and the relevant Participant shall have no claim whatsoever against the Company.

7.10 Unless the Committee determines otherwise, a grant of an Award shall automatically lapse and become null, void and of no effect and shall not be capable of acceptance if:

(a) it is not accepted in the manner as provided in this Rule 7 within the Acceptance Period;

(b) the Participant dies prior to the Company's receipt of his Acceptance Form;

(c) the Participant is adjudged a bankrupt or enters into composition with his creditors prior to his acceptance of the Award;

(d) the Participant ceases to be in the employment of the Group or in the case of a Participant who is a Group Executive Director, ceases to be a director of the relevant company, in each case, for any reason whatsoever prior to his acceptance of the Award;

(e) the Participant has breached or at any time breaches the terms of his employment or service contract, and/or engages in any serious misconduct, fraudulent activity, dishonesty, or commits any misfeasance, fraud, wilful breach of trust or breach of duty of care or any other event resulting in litigation against the Group due to the Participant's misconduct as determined by the Committee in its sole and absolute discretion; and/or

(f) if an order is made for the winding-up of the Company on the basis, or by reason, of its insolvency prior to the Participant's acceptance of the Award.

8. EVENTS PRIOR TO VESTING DATE

8.1 Unless the Committee otherwise determines in its absolute discretion, an Award shall, to the extent unvested, immediately lapse and become null and void and the Participant shall have no claim against the Company:

(a) subject to Rules 8.2 and 8.3, upon the Participant ceasing to be in the employment of the Group, or in the case of a Participant who is a Group Executive Director, ceasing to be a director of the relevant company, for any reason whatsoever;

(b) upon the bankruptcy of the Participant or the happening of any other event which results in him being deprived of the legal or beneficial ownership of such Award;

(c) in the event that the Participant has breached or at any time breaches the terms of his employment or service contract, and/or engages in any serious misconduct, fraudulent activity, dishonesty, or commits any misfeasance, fraud, wilful breach of trust or breach of duty of care or any other event resulting in litigation against the Group due to the Participant's misconduct as determined by the Committee in its sole and absolute discretion; and/or

(d) if an order is made for the winding-up of the Company on the basis, or by reason, of its insolvency.

For the purpose of Rule 8.1(a), the Participant shall be deemed to have ceased to be so employed as of the date of the notice of termination or resignation, as the case may be, unless such notice shall be withdrawn prior to its effective date.

8.2 If a Participant ceases to be employed by the Group or in the case of a Participant who is a Group Executive Director, ceases to be a director of the relevant company, by reason of his:

(a) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);

(b) redundancy;

(c) retirement at or after the legal retirement age;

(d) retirement before the legal retirement age with the consent of the Committee; or

(e) any other reason approved in writing by the Committee,

the Committee may, in its absolute discretion, determine whether an Award held by such Participant, to the extent not Vested, shall lapse or that all or any part of such Award shall be preserved. If the Committee determines that an Award shall lapse, then such Award shall lapse without any claim whatsoever against the Company. If the Committee determines that all or any part of an Award shall be preserved, the Committee shall decide either to release some or all of the Shares which are the subject of the Award or to preserve all or part of any Award until the end of the relevant Performance Period (if any). In exercising its absolute discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant and the extent to which the applicable Performance Targets and/or service conditions have been satisfied.

8.3 If a Participant dies and at the date of his death holds any unvested Award, such Award may, at the absolute discretion of the Committee, be deemed to have Vested in the duly appointed legal personal representatives of the Participant.

9. VESTING OF AWARDS

9.1 Awards shall only Vest and consequently any Shares comprised in such Awards shall only be delivered upon all applicable conditions to which such Awards are subject have been satisfied as determined by the Committee in its sole and absolute discretion and in accordance with the vesting schedule, service conditions or Performance Targets to be set out in the Award Letter.

9.2 As soon as reasonably practicable after the end of each Performance Period relating to a Performance Target, the Committee shall review the Performance Targets specified in respect of that Award and determine whether they have been satisfied and, if so, the extent to which they have been satisfied (whether fully or partially) and the number of Shares to be released.

9.3 The Committee shall have the discretion to determine whether Performance Targets and/or service conditions have been met (whether fully or partially) or exceeded and/or whether the Participant's performance and/or contribution to the Group justifies the Vesting of the Award. In making any such determination, the Committee shall have the right to make reference to the audited results of the Company or the Group, as the case may be, to take into account such factors as the Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, the right to amend the Performance Targets if the Committee decides that a changed Performance Target would be a fairer measure of performance. If the Committee determines, in its absolute discretion, that the Performance Target(s) and/or any other condition applicable to that Award have not been satisfied (whether fully or partially), that Award shall lapse and be of no value.

10. CLAWBACK RIGHTS

10.1 The grant of each Award and each release of Shares is subject to, and conditional upon, the Company's rights as set out in this Rule 10. For the avoidance of doubt, this Rule 10 (and the Company's rights thereunder) shall apply to every Award, without need for a reference to this Rule 10 in the Award Letter or for the Committee to decide that this Rule 10 shall apply (whether pursuant to Rule 7.3 or otherwise).

10.2 If the Committee in its sole and absolute discretion determines that any of the exceptional circumstances enumerated in Rule 10.3 has occurred in relation to a Participant, then:

(a) without prejudice to the provisions of Rule 8.1, the Committee may cancel all or part of any Award to the extent not yet released to such Participant; and

(b) in respect of all the Shares which were released to such Participant within the period of five (5) years of the Vesting Date in respect of such Award ("**Clawback Period**") (such Shares released during the Clawback Period, the "**Released Shares**"), the Company has the right ("**Clawback Right**") to compel or otherwise require a Participant to (and the Participant shall) pay to the Company such amount(s) as determined by the Committee ("**Recoverable Monies**") up to the Released Value of all such Released Shares, subject to, and in accordance with, and as more fully set out, in Rules 10.4, 10.5 and 10.6.

10.3 The exceptional circumstances referred to in Rule 10.2 are as follows:

(a) any Award:

(i) which was granted to the Participant within the Clawback Period; and/or

(ii) pursuant to which any of the Released Shares were released to the Participant,

was based (in whole or in part) on a material misstatement in financial statements (irrespective of who caused such inaccuracy, and whether such financial statements

were audited or unaudited) for which had it been known at the time, the Award would not have been granted and/or the Released Shares would not have been released to the Participant, as the case may be; or

(b) the Participant has breached or at any time breaches his employment or service agreement (including but not limited to breaching his non-compete and non-solicit obligations therein), engaged in any serious misconduct, acted fraudulently or dishonestly, or committed any misfeasance, fraud or wilful breach of trust or duty of care or caused any event resulting in litigation in any Group Company.

10.4 Following the Committee making the determination to exercise the Clawback Right (the date on which the determination is made, the "**Clawback Determination Date**"), the Clawback Right shall be exercised in the manner set out in this Rule 10.4.

(a) The Committee shall, in its sole and absolute discretion, determine (1) the limit on the quantum of the Recoverable Monies pursuant to Rule 10.2(b), and (2) the quantum of the Recoverable Monies. The Committee shall then, within thirty (30) calendar days of the Clawback Determination Date, issue a written notice to the Participant of the following (and the Participant shall be required to comply with all directions issued as part of or pursuant to such notice):

(i) the Clawback Determination Date;

(ii) the quantum of the Recoverable Monies, which amount shall be due and payable to the Company in accordance with such notice;

(iii) the method of payment or transfer of the Recoverable Monies to the Company, and who shall bear the fees associated with such payment or transfer (if any);

(iv) the date by which the Participant has to pay or transfer the Recoverable Monies to the Company; and

(v) the interest that will accrue if the Participant fails to pay or transfer to the Company the whole of the Recoverable Monies by the date stipulated in such notification (if the Committee so decides in its sole and absolute discretion to impose such interest).

The date of such notice by the Committee to the Participant shall be the "**Clawback Notification Date**".

(b) For the purposes of Rule 10.2(b), the "Released Value" of the Released Shares means the aggregate of the respective amounts recorded in the Company's records as the quantum of monetary benefit received by the relevant Participant by virtue of the release of such Released Shares to such Participant.

(c) The Company may exercise its Clawback Right more than once, provided that the Recoverable Monies as determined by the Committee for the purposes of such subsequent exercise shall not include any amount which has been paid or which is payable to the Company pursuant to the Company's previous exercise(s) of its Clawback Right in respect of the Released Shares which are the subject of such subsequent exercise.

(d) The Participant acknowledges and agrees that:

(i) the Participant shall have no right under any circumstances to recover any part of any amount which has been paid or transferred to the Company;

(ii) under no circumstances will the amount of money that is payable by the Participant to the Company pursuant to Rule 10.4 be reduced in any way; and

(iii) any part of the Recoverable Monies which the Participant has failed to pay or transfer to the Company in accordance with a notice issued by the Committee pursuant to Rule 10.4 shall, together with the interest accrued in accordance with such notice, be a debt due and payable by such Participant to the Company.

(e) The Participant shall not have any right of dispute, set-off, deduction or withholding against the Company. The Company, by contrast, shall have a right to set-off any sum or liability owed by the Company to the Participant, whether arising under the Quantum PSP 2026 or otherwise, and whether as damages or otherwise.

(f) The quantum of the Recoverable Monies shall be quoted and payable in Singapore dollars or such other currency (and using such exchange rate) as may be determined by the Committee in its sole and absolute discretion.

10.5 The Clawback Right, for the avoidance of doubt, is enforceable against all Participants, including Participants whose Awards have fully Vested and/or been released, and Participants who have ceased to be employed by a company within the Group and Participants who were Group Executive Directors and who have ceased to be a director of the relevant company within the Group.

10.6 The Clawback Right is in addition to, and without prejudice to, any right or remedy that the Company has *vis-à-vis* a Participant (whether under the Quantum PSP 2026, contract, tort or any other theory of law).

11. DELIVERY OF SHARES

11.1 In determining whether to issue new Shares or to purchase (where applicable) and transfer existing Shares for delivery to Participants upon the Vesting of their Awards, the Company will take into account factors such as, but not limited to, the number of Shares to be delivered, the prevailing market price of the Shares and the financial effect on the Company of either issuing new Shares or purchasing (where applicable) and transferring existing Shares.

11.2 The Committee will procure, upon approval of the Board, the allotment or transfer to each Participant of the number of Shares which are to be released to that Participant pursuant to an Award under Rule 7. Any proposed issue of new Shares will be subject to there being in force at the relevant time the requisite Shareholders' approval under the Act for the issue of Shares and compliance with the Catalist Rules. Where new Shares are to be allotted upon the Vesting of any Award, the Company shall, as soon as practicable after allotment, where necessary, apply to the SGX-ST for the permission to deal in and for quotation of such Shares on the Catalist of the SGX-ST.

11.3 Shares which are released to a Participant pursuant to a Vesting of an Award under Rule 9 shall, subject to such consents or other required action of any competent authority under any regulations or enactments for the time being in force as may be necessary and subject to compliance with the terms of the Quantum PSP 2026 and the Constitution, be delivered on a Market Day falling as soon as practicable (as determined by the Committee) after the relevant Vesting Date.

11.4 Shares which are allotted or transferred on the release of an Award to a Participant shall be issued in the name of, or transferred to, CDP to the credit of either:

(a) the Securities Account of that Participant maintained with CDP;

(b) the securities sub-account of that Participant maintained with a Depository Agent; or

(c) the CPF investment account maintained with a CPF agent bank,

in each case, as designated by that Participant. Until such issue or transfer of such Shares has been effected, that Participant shall have no voting rights nor any entitlements to dividends or other distributions declared or recommended in respect of any Shares which are the subject of the Award granted to him.

11.5 New Shares which are allotted and issued and existing Shares held in treasury procured by the Company for transfer, shall be subject to all the provisions of the Constitution, and shall rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which falls on or after the relevant Vesting Date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

12. VARIATION OF CAPITAL

12.1 If a variation in the issued ordinary share capital of the Company (whether by way of rights issue, bonus issue, reduction of capital, subdivision, consolidation or distribution of Shares or otherwise) shall take place, then:

(a) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested and the rights attached thereto; and/or

(b) the class and/or number of Shares over which future Awards may be granted under the Quantum PSP 2026,

may be adjusted in such manner as the Committee may determine to be appropriate.

12.2 Unless the Committee considers an adjustment to be appropriate, the following events in respect of the Company shall not normally be regarded as circumstances requiring adjustment under the provisions of this Rule 12:

(a) the issue of securities as consideration for an acquisition or a private placement of securities;

(b) the issue of convertible securities or the issue of Shares pursuant to the exercise of any warrants or conversion of convertible securities;

(c) the issue of Shares or other securities convertible into or with rights to acquire or subscribe for Shares to employees pursuant to a share option scheme or share plan approved by the Shareholders in general meeting, including the Quantum PSP 2026;

(d) the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force.

12.3 Notwithstanding the provisions of Rule 12.1:

(a) any adjustment (except in relation to a bonus issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable; and

(b) no adjustment shall be made in such a way that any Participant receives a benefit that a Shareholder does not receive.

12.4 Upon any adjustment required to be made pursuant to this Rule 12, the Company shall notify the Participant (or his duly appointed legal personal representatives where applicable) in writing and deliver to him (or his duly appointed legal personal representatives where applicable) a statement setting forth the class and/or number of Shares thereafter to be issued or transferred on the Vesting of an Award and the date on which such adjustment shall take effect. Any adjustment shall take effect upon such written notification being given.

13. DISPOSAL OF SHARES AND WINDING UP OF THE COMPANY

13.1 If an order or an effective resolution is made or passed for the winding-up of the Company on the basis of its insolvency, all Awards, notwithstanding that they may have been so Vested shall be deemed or become null and void.

13.2 Without prejudice to Rule 8, if before a Vesting Date, any of the following occurs:

(a) a Change of Control Event occurs or is likely to occur;

(b) a take-over offer for the Shares becomes or is declared unconditional;

(c) if under the Act, the courts sanction a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies or the Registrar of Companies issues a notice of amalgamation for the purposes of, or in connection with the amalgamation of the Company with another company or companies; or

(d) an order is made or a resolution passed to voluntarily wind-up the Company (other than as provided in Rule 13.1 or for amalgamation or reconstruction),

the Committee will consider, at its sole discretion, whether or not to Vest any Award, and will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant. If the Committee decides to Vest any Award, then in determining the number of Shares to be released in respect of such Award, the Committee will (if applicable) have regard to the proportion of the Vesting Period(s) which has elapsed and, in the case of a performance-related Award, the extent to which the Performance Target has been satisfied. Where Awards are Vested, the Committee will, as soon as practicable after the Awards have Vested, procure the allotment or transfer to each Participant of the number of Shares so determined in accordance with Rules 9 and 11.

14. ADMINISTRATION OF THE QUANTUM PSP 2026

14.1 The Quantum PSP 2026 shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board, provided that no member of the Committee shall participate in any deliberation or decision in respect of Award(s) to be granted to him or held by him.

14.2 The Committee shall have the power, from time to time, to make and vary such regulations (not being inconsistent with the Quantum PSP 2026) for the implementation and administration of the Quantum PSP 2026 as it thinks fit, including but not limited to:

(a) imposing restrictions on the number of Awards that may be Vested within each financial year; and

(b) amending Performance Targets and/or service conditions if by so doing, it would be a fairer measure of performance for a Participant or for the Quantum PSP 2026 as a whole.

14.3 Neither the Quantum PSP 2026 nor the grant of Awards shall impose on the Company or the Committee any liability whatsoever in connection with:

(a) the lapsing or early expiry of any Award pursuant to any provision of the Quantum PSP 2026;

(b) the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under the Quantum PSP 2026; and/or

(c) any decision or determination of the Committee made pursuant to any provision of the Quantum PSP 2026.

14.4 Any decision or determination of the Committee made pursuant to any provision of the Quantum PSP 2026 (other than a matter to be certified by the Auditors) shall be final, binding and conclusive in all cases, including any decisions pertaining to disputes as to the interpretation of the Quantum PSP 2026 or any rule, regulation, or procedure thereunder or as to any rights under the Quantum PSP 2026.

15. NOTICES AND ANNUAL REPORT

15.1 Any notice given by a Participant to the Company shall be sent or made to the registered office of the Company or such other addresses (including electronic mail addresses) or facsimile number, and marked for the attention of the Committee, as may be notified by the Company to him in writing.

15.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Company and the Participant shall be given or made by the Committee (or such person(s) as it may from time to time direct) on behalf of the Company and shall be delivered to him by hand or sent to him at his home address, electronic mail address or facsimile number according to the records of the Company or the last known address, electronic mail address or facsimile number of the Participant.

15.3 Any notice or other communication from a Participant to the Company shall be irrevocable and shall not be effective until received by the Company. Any notice or other communication from the Company to a Participant shall be deemed to be received by that Participant, when left at the address specified in Rule 15.2 or, if sent by post, on the day following the date of posting or, if sent by electronic mail or facsimile transmission, on the day of despatch.

15.4 The Company's records of the communications and transactions between the Company and each Participant, relating to or connected with the Quantum PSP 2026, whether stored in electronic or printed form, shall be binding on the relevant Participant and shall be conclusive evidence of such communications and transactions.

15.5 The Company shall disclose the following (as applicable) in its annual report for so long as the Quantum PSP 2026 continues in operation:

(a) the names of the members of the Committee;

(b) the information required in the table below for the following Participants:

(i) Directors of the Company;

(ii) Controlling Shareholders and their Associates; and

(iii) Participants other than those in sub-paragraphs (i) and (ii) above, who receive 5% or more of the total number of Shares available under the Quantum PSP 2026.

Name of Participant	Aggregate number of Shares comprised in Awards granted to such Participant during the financial year under review	Aggregate number of Shares comprised in Awards granted to such Participant since the commencement of the Quantum PSP 2026 to the end of the financial year under review	Aggregate number of Shares comprised in Awards which have been issued and/or transferred to such Participant pursuant to the Vesting of Awards since the commencement of the Quantum PSP 2026 to the end of the financial year under review	Aggregate number of Shares comprised in Awards which have not been Vested as at the end of the financial year under review

(c) such other information as may be required by the Catalist Rules, the Act and/or all other applicable laws and requirements,

provided that if any of the above requirements is not applicable, an appropriate negative statement shall be included in the annual report.

16. MODIFICATIONS TO THE QUANTUM PSP 2026

16.1 Any or all the provisions of the Quantum PSP 2026 may be modified and/or altered at any time and from time to time by resolution of the Committee, except that:

(a) no modification or alteration shall alter adversely the rights attaching to any Award granted prior to such modification or alteration except with the consent in writing of such number of Participants who would be allotted, issued or transferred no less than 75% of the Shares which would be allotted, issued or transferred if the Awards were released upon the expiry of all the Vesting Periods applicable to those Awards;

(b) any modification or alteration which would be to the advantage of the Participants under the Quantum PSP 2026 shall be subject to the prior approval of Shareholders in a general meeting; and

(c) no modification or alteration shall be made without due compliance with the Catalist Rules and/or prior approval of the SGX-ST and such other regulatory authorities as may be necessary.

16.2 Notwithstanding anything to the contrary contained in Rule 16.1, the Committee may at any time by resolution (and without other formality, save for the prior approval of the SGX-ST (if necessary)) modify or alter the Quantum PSP 2026 in any way to the extent necessary to cause the Quantum PSP 2026 to comply with any statutory provisions or the provisions or the regulations of any regulatory or other relevant authority or body.

16.3 Written notice of any modification or alteration made in accordance with this Rule 16 shall be given to all affected Participants in accordance with Rule 15.

17. TERMS OF EMPLOYMENT UNAFFECTED

The terms of employment or service agreement (as the case may be) of a Participant shall not be affected by his participation in the Quantum PSP 2026, which shall neither form part of such terms nor entitle him to take into account such participation in calculating any compensation or damages on the termination of his employment or service agreement (as the case may be) for any reason. The Quantum PSP 2026 shall not confer on any person any

legal or equitable rights (other than those constituting the Awards themselves) against the Company and/or any subsidiary directly or indirectly or give rise to any cause of action at law or in equity against any such company, its directors or employees.

18. DURATION OF THE QUANTUM PSP 2026

18.1 The Quantum PSP 2026 shall continue to be in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the Adoption Date, provided always that the Quantum PSP 2026 may continue beyond the above stipulated period with the approval of the Shareholders by way of an ordinary resolution passed at a general meeting and of any relevant authorities which may then be required.

18.2 The Quantum PSP 2026 may be terminated or suspended at any time by the Committee or, at the discretion of the Committee, by an ordinary resolution passed by the Shareholders at a general meeting, subject to all relevant approvals which may be required and if the Quantum PSP 2026 is so terminated, no further Awards shall be offered by the Company hereunder.

18.3 Notwithstanding the expiry or termination of the Quantum PSP 2026, any Award granted and accepted prior to such termination or expiry will continue to remain valid.

19. TAXES

All taxes (including income tax) arising from the grant of Award, or the allotment and issue, or transfer of Shares pursuant to the Vesting of any Award, shall be borne by that Participant.

20. COSTS AND EXPENSES

20.1 Each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment, or transfer of any Shares pursuant to the Vesting of any Award in CDP's name, the deposit of share certificate(s) with CDP, the Participant's securities account with CDP, or the Participant's securities sub-account with a Depository Agent or CPF investment account with a CPF agent bank.

20.2 Save for the taxes referred to in Rule 19 and such other costs and expenses expressly provided in the Quantum PSP 2026 to be payable by the Participants, all fees, costs and expenses incurred by the Company in relation to the Quantum PSP 2026 including but not limited to the fees, costs and expenses relating to the allotment and issue, or transfer of Shares pursuant to the Vesting of any Award shall be borne by the Company.

21. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Board, the Committee and the Company shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in respect of any matter under or in connection with the Quantum PSP 2026, including but not limited to the Company's delay in issuing the Shares or applying for or procuring the listing of the Shares on the Catalist of the SGX-ST (or any other stock exchange on which the Shares are quoted or listed).

22. ABSTENTION FROM VOTING

Shareholders who are eligible to participate in the Quantum PSP 2026 shall abstain from voting on any resolution relating to the Quantum PSP 2026.

23. CONDITION OF AWARD

Every Award shall be subject to the condition that no Shares shall be issued or transferred pursuant to the Vesting of any Award if such issue or transfer would be contrary to any law or enactment, or any rules or regulations of any legislative or non-legislative governing body for

the time being in force in Singapore or any other relevant country having jurisdiction in relation to the issue or transfer of Shares hereunder.

24. DATA PROTECTION

24.1 By participating in the Quantum PSP 2026 and for so long as such participation continues, each Participant hereby voluntarily acknowledges, consents and agrees to the following:

(a) each of the Relevant Entities may collect, use disclose and/or process Personal Data relating to the Participant for purposes related to the Award and the Quantum PSP 2026, including:

(i) to verify the identity of the Participant;

(ii) to administer and manage the Award and/or the Quantum PSP 2026;

(iii) to respond to, process and handle the Participant's complaints, queries, requests, feedback and/or suggestions;

(iv) to comply with any applicable laws, rules, regulations, codes of practice or guidelines;

(v) to assist in law enforcement and investigations by relevant authorities; and

(vi) any other purposes reasonably related to the aforesaid;

(b) any Personal Data submitted to any of the Relevant Entities is complete, accurate, true and correct;

(c) each of the Relevant Entities may disclose and/or transfer the Participant's Personal Data (including transfer to a territory outside of Singapore) to any of the following parties for the purposes set out in Rule 24.1(a) above:

(i) any of the Relevant Entities, and their respective advisers and service providers (where applicable);

(ii) any competent legal and/or regulatory authority and law enforcement agencies as may be required under applicable law; and/or

(iii) the Company's successor-in-title, any seller or buyer (actual or prospective) of any part or the whole of the business of the Company, in connection with a merger, acquisition, disposal or sale of any part or the whole of the business of the Company;

(d) where the Participant provides any of the Relevant Entities with Personal Data relating to a third party in connection with the Award and/or the Quantum PSP 2026, the Participant undertakes that he has obtained the prior consent of such third party for the collection, use, disclosure and/or processing of such information by each of the Relevant Entities for the purposes set out in Rule 24.1(a) above;

(e) this Rule 24 supplements but does not supersede nor replace any other consent(s) the Participant may have previously provided to any of the Relevant Entities in respect of Personal Data, and the consents of the Participant herein are additional to any rights which any of the Relevant Entities may have under applicable law to collect, use, disclose and/or process Personal Data; and

(f) the Participant hereby unconditionally and irrevocably undertakes to indemnify, defend and hold harmless each of the Relevant Entities from and against any and all penalties, liabilities, claims, demands, losses and damages which may be

sustained, instituted, made or alleged against (including without limitation any claim or prospective claim in connection therewith), or suffered or incurred by any of the Relevant Entities, and which arise (whether directly or indirectly) out of or in connection with: (i) any act or omission by the Participant; (ii) any breach by the Participant of its representations, warranties, undertakings or obligations in this Rule 24; and/or (iii) any failure by the Participant to comply with any data protection or privacy laws of any applicable jurisdictions.

24.2 The Participant may, at any time, exercise his or her rights provided under the PDPA, including but not limited to the right to:

(a) request access to the Personal Data about the Participant that is in the possession or under the control of the Company;

(b) request information about the ways in which the Personal Data referred to in Rule 24.2(a) above has been or may have been used or disclosed by the Company within a year before the date of the request; and

(c) request the correction of an error or omission in the Personal Data referred to in Rule 24.2(a) above.

The Participant may seek to exercise these rights by contacting the human resources department of any of the specific Relevant Entities at the following email address: liyin@asiahealthcare.sg

24.3 For the purposes of this Rule 24:

(a) "**applicable law**" includes without limitation, for the avoidance of doubt, the PDPA, including any subsidiary legislation, regulations and any codes of practice, guidelines, frameworks or written directions issued thereunder, in each case as amended, consolidated, re-enacted or replaced from time to time; and

(b) "**Relevant Entities**" means the Group.

25. EXCLUSION OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

No person other than a Participant or a Group Company shall have any right to enforce any provision of the Quantum PSP 2026 by virtue of the Contracts (Rights of Third Parties) Act 2001 of Singapore.

26. DISPUTES

Any disputes or differences of any nature arising hereunder shall be referred to the Committee and its decision shall be final and binding in all respects.

27. GOVERNING LAW

The Quantum PSP 2026 shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Participants, by accepting grants of Awards in accordance with the Quantum PSP 2026, and the Company submit to the exclusive jurisdiction of the court of the Republic of Singapore.

ANNEX B

SCHEDULE A

FORM OF AWARD LETTER

Private and Confidential

Serial No.:_____

Date: _____

TO [Name]
[Designation]
[Department/Address]

Dear Sir/ Madam,

We have the pleasure of informing you that you have been nominated to participate in the Quantum Healthcare Limited Performance Share Plan 2026 (the "**Quantum PSP 2026**") by the Committee appointed by the Board of Directors of Quantum Healthcare Limited (the "**Company**") to administer the Quantum PSP 2026 (the "**Committee**"). Terms as defined in the Quantum PSP 2026 shall have the same meaning when used in this letter.

Accordingly, you are hereby awarded _____ Shares (the "**Award**") for no consideration as at the date of this letter, *[which Shares shall be Vested to you fully paid in accordance with the Vesting Period/which Shares shall be allotted and issued to you as fully paid upon the satisfaction of the Performance Condition(s) within the applicable Performance Period(s) set out below].

The Award is personal to you and shall not be transferred, charged, pledged, assigned or otherwise disposed of by you, in whole or in part, except with the approval of the Committee.

The Award shall be subject to the terms and conditions of this Award Letter (including those stipulated at the end of this letter) and the Quantum PSP 2026 (as the same may be amended from time to time pursuant to the terms and conditions of the Quantum PSP 2026), a copy of which can be downloaded from the Company's website.

If you wish to accept the Award, please sign and return the enclosed Acceptance Form not later than **5.00 p.m.** on _____, failing which this Award will forthwith lapse.

Yours faithfully,

For and on behalf of
Quantum Healthcare Limited

_____
Name:
Enclosure:

**Delete if not applicable.*

Additional Terms and Conditions:

ANNEX B

(1) This Award shall be subject to the full terms and conditions of the Quantum PSP 2026, and by accepting the offer, you acknowledge and confirm to have understood its contents and to be bound by the same.

(2) *Vesting Period – The Committee has determined that Vesting of the Award shall be effected in accordance with the following vesting schedule:

(a) _____ Shares shall Vest on the first anniversary from the Award Date, i.e. on _____.

(b) _____ Shares shall Vest on the second anniversary from the Award Date, i.e. on _____.

(c) [Subject to Vesting Periods as determined by the Committee.]

(3) *Performance Conditions and Performance Period – The Committee has determined that this Award is subject to the satisfaction by the Participant of the following conditions (the "**Performance Conditions**") between the date of this Award Letter and _____ (the "**Performance Period**"):

(a) [Performance condition #1 and weightage, if any];

(b) [Performance condition #2 and weightage, if any]; and

(c) [The Committee shall include any other conditions it wishes to impose here.]

If the Participant fails to satisfy any of the Performance Condition(s) by the end of the relevant Performance Period(s), the Committee is entitled to withhold the release of the Shares which are the subject of this Award at its absolute discretion until it is satisfied that the Performance Condition(s) have been satisfied in full or unless it waives the Performance Condition(s).

Vesting Date – The Committee has determined that vesting date shall be immediate at the end of the Performance Period.

(4) *Others – [The Committee shall include any other conditions it wishes to impose here.]

**Delete if not applicable.*

ANNEX B

SCHEDULE B

ACCEPTANCE FORM

Private and Confidential

Serial No.: _____

To: The Committee, Quantum Healthcare Limited
Performance Share Plan 2026 ("**Quantum PSP 2026**")
100 Tras Street, #11-03, 100AM
Singapore 079027

I, a Participant, have read your Award Letter dated _____ and agree to be bound by the terms of the Award Letter and the Quantum PSP 2026 referred to therein. Terms defined in your Award Letter or the rules of the Quantum PSP 2026 shall have the same meaning when used in this Acceptance Form.

I hereby accept the above Award. I acknowledge that you have not made any representation to induce me to accept the Award.

I confirm that:

(a) I shall be bound by, and shall perform all of my obligations set out in, the Award Letter, the Quantum PSP 2026 and this Acceptance Form;

(b) the terms of the Award Letter, the Quantum PSP 2026 and this Acceptance Form (including those stipulated at the end of these documents) constitute the entire agreement between us relating to the offer;

(c) my acceptance of the Award will not result in the contravention of any applicable law or regulation in relation to my ownership of the Shares (as and when they shall so Vest);

(d) as at the date hereof, I am at least 21 years of age and I am not an undischarged bankrupt; and

(e) all other conditions and/or requirements set out in the Quantum PSP 2026 for my valid ownership of the Shares (as and when they shall so Vest) have been irrevocably and conditionally satisfied in full.

I agree to keep all information pertaining to the Award of Shares to me strictly confidential.

PLEASE PRINT IN BLOCK LETTERS

Name in full:_____ Designation: _____

NRIC/Passport No.*: _____ Nationality: _____

Address:_____ Contact No.: _____

_____

Email Address: _____

Signature: _____ Date: _____

**Delete if not applicable.*

QUANTUM HEALTHCARE LIMITED
(Company Registration No. 202218645W)
(Incorporated in the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting ("**EGM**") of **QUANTUM HEALTHCARE LIMITED** ("**Company**") will be held at 133 New Bridge Road, Chinatown Point, #21-06, Singapore 059413 on 20 November 2026 at 10.30 a.m. for the purpose of considering and, if thought fit, passing with or without amendments, the resolutions set out below ("**Notice of EGM**").

All capitalised terms used in this Notice of EGM which are not defined herein shall have the meanings ascribed to them in the accompanying circular dated 5 November 2026 to shareholders of the Company ("**Circular**").

ORDINARY RESOLUTION 1: THE PROPOSED DISPOSAL OF THE ENTIRE ISSUED AND PAID-UP SHARE CAPITAL OF QT VASCULAR LTD., A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY, TO EP SYSTEMS SDN. BHD. AS A MAJOR TRANSACTION

RESOLVED THAT:

(a) approval be and is hereby given, for the purposes of Chapter 10 of the Listing Manual Section B: Rules of Catalist of the Singapore Exchange Securities Trading Limited ("**Catalist Rules**") and the Undertaking, for the proposed disposal by the Company to EP Systems Sdn. Bhd. ("**Purchaser**") of 6,893,072,508 ordinary shares in the capital of QT Vascular Ltd. ("**QTV**"), representing the entire issued and paid-up share capital of QTV, on the terms and subject to the conditions of the sale and purchase agreement dated 8 October 2026 entered into between the Company and the Purchaser ("**SPA**") ("**Proposed Disposal**"); and

(b) the Directors of the Company or any of them be and are hereby authorised to complete and do all such acts and things (including, without limitation, approving, modifying, ratifying, signing, sealing, delivering, entering into all such transactions, arrangements and agreements and executing all such documents, and agreeing to and effecting any amendment, variation or waiver of any of the terms of the SPA) as they or he may consider necessary, desirable or expedient or in the interests of the Company for the purposes of giving effect to the Proposed Disposal and this resolution, and that authority be and is hereby given for the common seal of the Company to be affixed in accordance with the Company's Constitution to any document as may be necessary or required.

ORDINARY RESOLUTION 2: THE PROPOSED ADOPTION OF THE QUANTUM PSP 2026

RESOLVED THAT:

(a) a new performance share plan to be known as the "Quantum PSP 2026", the rules and details of which are set out in the Circular, be and is hereby approved and adopted; and

(b) the Directors of the Company be and are hereby authorised:

  (i) to establish and administer the Quantum PSP 2026;

  (ii) to modify and/or amend the Quantum PSP 2026 from time to time, provided that such modification and/or amendment is effected in accordance with the provisions of the Quantum PSP 2026, and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Quantum PSP 2026;

(iii) to offer and grant awards ("**Awards**") in accordance with the provisions of the Quantum PSP 2026 and, subject to the provisions of the Companies Act 1967 of Singapore and the Constitution of the Company, to allot and issue from time to time such number of fully paid-up Shares as may be required to be issued pursuant to the Vesting of Awards, provided that the aggregate number of Shares issued or issuable and/or transferred or transferable pursuant to the Quantum PSP 2026 and all options and awards granted under any other share-based incentive scheme(s) of the Company shall not exceed 15% of the total issued Shares (excluding treasury shares and subsidiary holdings) from time to time;

(iv) subject to the same being allowed by law, to apply any Shares purchased or acquired under any share purchase mandate and to deliver such existing Shares (including any Shares held in treasury) towards the satisfaction of Awards granted under the Quantum PSP 2026;

(v) to complete and do all such acts and things (including executing such documents as may be required) as they may consider necessary, expedient, incidental or in the interests of the Company to give effect to the transactions contemplated and authorised by this resolution; and

(vi) to delegate any of the above to any committee of the Board.

ORDINARY RESOLUTION 3: THE PROPOSED PARTICIPATION BY DR GIAN SIONG LIN JIMMY, A CONTROLLING SHAREHOLDER, IN THE QUANTUM PSP 2026

RESOLVED THAT subject to and contingent upon the passing of Ordinary Resolution 2, the participation by Dr Gian Siong Lin Jimmy, a Controlling Shareholder, in the Quantum PSP 2026 be and is hereby approved.

By Order of the Board

Dr Gian Siong Lin Jimmy
Executive Chairman and Chief Executive Officer
5 November 2026

Notes:

1. The EGM will be held at 133 New Bridge Road, Chinatown Point, #21-06, Singapore 059413 on 20 November 2026 at 10.30 a.m. The EGM will be convened in a physical format only and there will be no option for members to participate virtually. Printed copies of the Circular will NOT be despatched to members as the Company's Constitution provides for the use of electronic communications pursuant to the Catalist Rules. Accordingly, only hardcopies of this Notice of EGM, the Proxy Form and the Request Form will be sent by post to members. Members who wish to obtain a printed copy of the Circular should complete the Request Form and return it to the registered office of the Company at 100 Tras Street, #11-03, 100AM, Singapore 079027 or via email to ir.sg@quantumhealthcare.com.sg, no later than 10.30 a.m. on 12 November 2026.

2. The Circular, this Notice of EGM, the Proxy Form and the Request Form will be made available on SGXNet at https://www.sgx.com/securities/company-announcements and may be accessed at the Company's website at https://www.quantumhealthcare.com.sg/. An internet browser and PDF reader are required to view these documents on SGXNet or the Company's website.

3. Members, including SRS Investors, may participate in the EGM by:

   (a) attending the EGM in person;

   (b) raising questions at the EGM or submitting questions in advance of the EGM; and/or

   (c) voting at the EGM either by themselves personally or through their duly appointed proxy(ies).

   Investors who hold Shares through relevant intermediaries, including under SRS, should approach their respective SRS operators to submit their questions based on the instructions stated herein.

4. A member who is not a relevant intermediary is entitled to appoint not more than two (2) proxies. Where such member's Proxy Form appoints more than one (1) proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the Proxy Form, otherwise the Company shall be entitled to treat the first named proxy as representing the entire number of Shares registered against the member's name in the Depository Register and any second named proxy as an alternate to the first named proxy.

5. A member who is a relevant intermediary is entitled to appoint more than two (2) proxies, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's Proxy Form appoints more than two (2) proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the Proxy Form or alternatively, separate Proxy Forms should be used.

6. "Relevant intermediary" has the meaning ascribed to it in section 181(6) of the Act.

7. SRS Investors who wish to vote should approach their respective SRS operators to submit their votes at least seven (7) working days before the EGM (i.e. by 11 November 2026) in order to allow sufficient time for their respective relevant intermediaries to in turn submit a Proxy Form to appoint either such SRS Investors (if they wish to attend the EGM and vote in person) or the Chairman of the EGM (in which case the SRS Investors shall be precluded from attending the EGM) as proxies to vote at the EGM.

8. If no specific direction as to voting is given or in the event of any other matter arising at the EGM and at any adjournment thereof, the proxy(ies) (except where the Chairman of the EGM is appointed as the member's proxy) will vote or abstain from voting at his/her/their discretion. Where the Chairman of the EGM is appointed as the member's proxy, in the absence of specific direction as to the voting given by a member, the appointment of the Chairman of the EGM as proxy for that resolution will be treated as invalid.

9. A proxy, including the Chairman of the EGM, need not be a member of the Company.

10. The duly executed Proxy Form must be submitted to the Company in the following manner:

    (a) if sent personally or by post, be received by the Share Registrar, Tricor Barbinder Share Registration Services, at 9 Raffles Place, Republic Plaza, Tower I, #26-01, Singapore 048619; or

    (b) if submitted by email, be received by the Share Registrar, Tricor Barbinder Share Registration Services, by email at sg.is.proxy@vistra.com,

    in either case, by 10.30 a.m. (Singapore time) on 17 November 2026, and in default the Proxy Form shall not be treated as valid.

11. The Proxy Form must be signed by the appointor or his attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed either under its common seal or under the hand of any officer or attorney duly authorised or in such manner as appropriate under the applicable laws. A copy of the power of attorney or such other authority must be submitted together with the Proxy Form, failing which the Proxy Form may be treated as invalid.

12. The Company shall be entitled to reject a Proxy Form which is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the Proxy Form. In addition, in the case of members of the Company whose Shares are entered against their names in the Depository Register, the Company may reject a Proxy Form if the member, being the appointor, is not shown to have Shares entered against his name in the Depository Register as at seventy-two (72) hours before the time fixed for holding the EGM, as certified by the CDP to the Company.

13. A Depositor shall not be regarded as a member of the Company entitled to attend, speak and vote at the EGM unless his name appears on the Depository Register seventy-two (72) hours before the time fixed for holding the EGM.

14. Shareholders may submit questions which are substantial and relevant to the resolutions tabled for approval at the EGM by writing to the Company in advance of the EGM. Alternatively, Shareholders may also pose such questions during the EGM. Shareholders should submit questions in the following manner:

    (a) via email at ir.sg@quantumhealthcare.com.sg; or

    (b) via post to the registered office of the Company at 100 Tras Street, #11-03, 100AM, Singapore 079027,

    in either case, by 10.30 a.m. on 12 November 2026.

    Investors who hold Shares through relevant intermediaries, including under SRS, should approach their respective SRS operators to submit their questions based on the abovementioned instructions.

    For questions submitted in advance of the EGM, the Company will endeavour to address the questions which are substantial and relevant to the agenda of the EGM prior to the EGM by publication on SGXNet and the Company's website at https://www.quantumhealthcare.com.sg/ by 10.30 a.m. on 15 November 2026. Where substantial and relevant questions submitted by Shareholders are unable to be addressed prior to the EGM, including any questions received by the Company after 10.30 a.m. on 12 November 2026, the Company will address them during the EGM.

15. For verification purposes, when submitting any questions via email, Shareholders MUST provide the Company with their particulars (comprising full name (for individuals)/company name (for corporates), email address, contact number, NRIC/passport number/company registration number, shareholding type and number of Shares held), failing which the submission will be treated as invalid.

16. The Company will also publish the minutes of the EGM on SGXNet and the Company's website within one (1) month after the date of the EGM.

PERSONAL DATA PRIVACY:

By submitting a Proxy Form appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.

PROXY FORM

QUANTUM HEALTHCARE LIMITED
(Company Registration No. 202218645W)
(Incorporated in the Republic of Singapore)

PROXY FORM
Extraordinary General Meeting

IMPORTANT

1. Pursuant to section 181(1C) of the Companies Act 1967 of Singapore (the "**Act**"), relevant intermediaries (as defined in the Act) may appoint more than two (2) proxies to attend, speak and vote at the EGM.
2. For investors who have used their Supplementary Retirement Scheme monies to buy Shares in the Company (the "**SRS Investors**"), this Proxy Form is not valid for use and shall be ineffective for all intents and purposes if used or purported to be used by them.
3. SRS Investors may direct their SRS operators to appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM in which case they should approach their SRS operators to submit their votes at least seven (7) working days before the EGM (i.e. by 11 November 2026) to allow sufficient time for their respective relevant intermediaries to, in turn, submit a Proxy Form to appoint the Chairman of the EGM to vote on their behalf by the cut-off date at 10.30 a.m. on 17 November 2026.

I/We**, _____ (Name including NRIC/Passport No./Company Registration Number)**

of _____ (Address)

being a shareholder/shareholders** of **QUANTUM HEALTHCARE LIMITED** (the "**Company**"), hereby appoint:

(a) the Chairman of the Extraordinary General Meeting ("**EGM**")*; or ☐

(b) the individual(s) named below* ☐

Name	**NRIC/Passport Number**	**Proportion of Shareholdings**	
		Number of Shares	**%**
Address			

and/or

Name	**NRIC/Passport Number**	**Proportion of Shareholdings**	
		Number of Shares	**%**
Address			

as my/our** proxy/proxies** to attend and to vote for me/us** on my/our** behalf at the EGM of the Company to be held at 133 New Bridge Road, Chinatown Point, #21-06, Singapore 059413 on 20 November 2026 at 10.30 a.m., and at any adjournment thereof.

Please note that where the Chairman of the EGM is appointed as proxy, the proxy appointing the Chairman of the EGM must be directed, i.e., the member must indicate for each resolution whether the Chairman of the EGM is directed to vote "for" or "against" or "abstain" from voting. If no specific direction as to voting is given, the appointment of the Chairman of the EGM as proxy for that resolution will be treated as invalid at the EGM and at any adjournment thereof. In addition, if no specific direction as to voting is given for the individual(s) named above, the proxy/proxies* will vote or abstain from voting at his/their* discretion, as he/they* will on any other matter arising at the EGM and at any adjournment thereof.

The ordinary resolutions put to the vote at the EGM shall be decided by way of poll.

No.	ORDINARY RESOLUTIONS	For	Against	Abstain
1.	To approve the proposed disposal of the entire issued and paid-up share capital of QT Vascular Ltd., a wholly-owned subsidiary of the Company, to EP Systems Sdn. Bhd. as a major transaction			
2.	To approve the proposed adoption of the Quantum PSP 2026			
3.	To approve the proposed participation by Dr Gian Siong Lin Jimmy, a Controlling Shareholder, in the Quantum PSP 2026			

Note: If you wish to exercise all your votes "For", "Against" or "Abstain", please tick within the box provided. Alternatively, please indicate the number of Shares the Chairman of the EGM, as your proxy, or the individual(s) named above, is directed to vote "For", "Against" or "Abstain".

Dated this _____ day of _____ 2026

Total number of Shares in:	**No. of Shares**
(a) CDP Register	
(b) Register of Members	

_____
Signature(s) of Shareholder(s)/Common Seal

*Please tick the box accordingly.
**Delete where inapplicable.

NOTES FOR PROXY FORM:

1. Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register (as defined in section 81SF of the SFA), you should insert that number. If you have Shares registered in your name in the Register of Members of the Company, you should insert that number. If you have Shares entered against your name in the Depository Register and Shares registered in your name in the Register of Members of the Company, you should insert the aggregate of the numbers. If no number is inserted, this Proxy Form shall be deemed to relate to all the Shares held by you.

2. A member who is not a relevant intermediary is entitled to appoint not more than two (2) proxies. Where such member's Proxy Form appoints more than one (1) proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the Proxy Form, otherwise the Company shall be entitled to treat the first named proxy as representing the entire number of Shares registered against the member's name in the Depository Register and any second named proxy as an alternate to the first named proxy.

3. A member who is a relevant intermediary is entitled to appoint more than two (2) proxies, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's Proxy Form appoints more than two (2) proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the Proxy Form or alternatively, separate Proxy Forms should be used.

4. "Relevant intermediary" has the meaning ascribed to it in section 181(6) of the Act.

5. SRS Investors who wish to vote should approach their respective SRS operators to submit their votes at least seven (7) working days before the EGM (i.e. by 11 November 2026) in order to allow sufficient time for their respective relevant intermediaries to in turn submit a Proxy Form to either appoint such SRS Investors (if they wish to attend the EGM and vote in person) or the Chairman of the EGM (in which case the SRS Investors shall be precluded from attending the EGM) as proxies to vote at the EGM.

6. A proxy, including the Chairman of the EGM, need not be a member of the Company.

7. The Proxy Form must:

   a. if sent personally or by post, be received by the Share Registrar, Tricor Barbinder Share Registration Services, at 9 Raffles Place, Republic Plaza, Tower I, #26-01, Singapore 048619; or

   b. if submitted by email, be received by the Share Registrar, Tricor Barbinder Share Registration Services, by email at sg.is.proxy@vistra.com,

   in either case no later than 10.30 a.m. on 17 November 2026, and in default the Proxy Form shall not be treated as valid. A member who wishes to submit the Proxy Form must either (i) complete and sign the hardcopy of the Proxy Form which will be despatched to the member, or (ii) download, complete and sign the softcopy of the Proxy Form, before submitting it either by (A) scanning and submitting it by way of electronic means via email to the email address provided above, or (B) post to the address provided above. Members are strongly encouraged to submit the completed Proxy Forms by way of electronic means via email. The submission of the Proxy Form by such member will not prevent him from attending and voting at the EGM in person if he so wishes.

8. The Proxy Form must be signed under the hand of the appointor or of his attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer or in such manner as appropriate under the applicable laws. A copy of the power of attorney or such other authority must be submitted together with the Proxy Form, failing which the Proxy Form may be treated as invalid.

9. The Company shall be entitled to reject a Proxy Form which is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the Proxy Form. In addition, in the case of members of the Company whose Shares are entered against their names in the Depository Register, the Company may reject a Proxy Form if the member, being the appointor, is not shown to have Shares entered against his name in the Depository Register as at seventy-two (72) hours before the time fixed for holding the EGM, as certified by the CDP to the Company. A Depositor shall not be regarded as a member of the Company entitled to attend, speak and vote at the EGM unless his name appears on the Depository Register seventy-two (72) hours before the time fixed for holding the EGM.

10. By submitting this Proxy Form, a member accepts and agrees to the personal data privacy terms set out in the Notice of EGM dated 5 November 2026.