

**PROPOSED DISPOSAL OF THE ENTIRE ISSUED AND PAID-UP SHARE CAPITAL OF
QT VASCULAR LTD., A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY**

1. INTRODUCTION

- 1.1. The board of directors ("**Board**" or "**Directors**") of Quantum Healthcare Limited ("**Company**", and together with its subsidiaries, "**Group**") wishes to announce that the Company has on 8 October 2026 entered into a sale and purchase agreement ("**SPA**") with EP Systems Sdn. Bhd. ("**Purchaser**") for the proposed disposal by the Company to the Purchaser of 6,893,072,508 ordinary shares ("**Sale Shares**") in the capital of QT Vascular Ltd. ("**QTV**"), a wholly-owned subsidiary of the Company, representing 100% of the issued and paid-up share capital of QTV ("**Proposed Disposal**"), on the terms and subject to the conditions of the SPA.
- 1.2. QTV, its subsidiaries and associated company, being TriReme USA (as defined in Section 3.2 below), 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**"), and ceased operations of the Legacy Business in the financial year ended 31 December 2021 ("**FY2021**").

2. OVERVIEW OF PROPOSED DISPOSAL

- 2.1. **Sale Price.** The consideration for the sale and purchase of the Sale Shares is the cash sum of S\$1.00 ("**Sale Price**"), payable by the Purchaser to the Company on completion of the Proposed Disposal ("**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 (as defined in Section 3.2 below), (b) the Purchaser's agreement to purchase the Sale Shares under the Proposed Disposal on an "as is, where is" basis, and (c) the Purchaser's agreement to provide the Purchaser Undertakings (as defined in Section 2.3 below) in consideration of the payment of the Takeover Fee (as defined in Section 2.4 below) 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 (as defined in Section 3.5 below) in the management accounts of the QTV Group;
 - (b) the nil value ascribed to the market value of the entire equity interest of the QTV Group based on a preliminary valuation provided by the Independent Valuer (as defined in Section 2.7 below); and
 - (c) the Company's intentions with respect to the Legacy Business, further details of which are set out in Section 6.1 below.
- 2.2. **Proposed Disposal on an "as is, where is" basis.** The Proposed Disposal is on an "as is, where is" basis, further details of which are set out in Section 5.4 below.
- 2.3. **Purchaser Undertakings.** The Purchaser has given the Company certain undertakings under the SPA, further details of which are set out in Section 5.5 below (collectively the "**Purchaser Undertakings**"), *inter alia*, to procure the QTV Group, post-Completion, to irrevocably and unconditionally waive, release and discharge, any and all claims against the Company, as well as for the Purchaser to indemnify and save harmless the Company from and against any and all claims, legal actions or proceedings, loss, liabilities or damages in relation to the InnoRa

Dispute-Related Liabilities and the Waiver of Intercompany Debt Balances (both as defined in Section 5.5 below).

- 2.4. **Takeover Fee.** In consideration of the Purchaser agreeing to purchase the Sale Shares and to provide the Purchaser Undertakings, the Company shall pay the Purchaser a takeover fee of S\$150,000 (“**Takeover Fee**”), payable in cash in two (2) tranches, namely (i) S\$100,000 on Completion; and (ii) S\$50,000 upon the expiry of the Moratorium Period (as defined in Section 5.7 below), 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, further details of which are set out in Section 5.6 below.

- 2.5. **Proposed Disposal subject to Shareholders’ approval.** Completion is subject to and conditional upon, *inter alia*, the approval of the shareholders of the Company (“**Shareholders**”) being obtained at an extraordinary general meeting of the Company (“**EGM**”) to be convened, further details of which are set out at Section 7 below.
- 2.6. **Trust Assets to be transferred out of QTV.** The Proposed Disposal is subject to and conditional upon QTV having transferred the Trust Assets (as defined in Section 3.4 below) to the Company or such other person as designated by the Company (“**New Trustee**”), and the New Trustee shall hold the same on trust as bare trustee for the QTV Entitled Shareholders (as defined in Section 3.4 below) in place of QTV. Accordingly, 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.
- 2.7. **Independent Valuation.** The Company has appointed Navi Corporate Advisory Pte. Ltd. (“**Independent Valuer**”) to carry out a valuation of the entire equity interest of the QTV Group in connection with the Proposed Disposal. Based on the cost approach, the Independent Valuer has provided a preliminary indicative market value of nil for the entire equity interest of the QTV Group as at the valuation date of 30 June 2026. Further details of the final valuation and the valuation report will be set out in the circular to Shareholders to be despatched in connection with the EGM to be convened.
- 2.8. **Gain on Disposal.** Based on the Group’s HY2026 (as defined below) 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 disposed QTV Group, 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.

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 and nil value ascribed to its assets, and has nil book value.

The latest available open market value of the Sale Shares is not available, as the shares of QTV are not publicly traded. The QTV Group had previously recognised a full impairment loss of US\$1,798,000 (approximately S\$2,353,000¹) 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 (each as defined in Section 3.1 below).

- 2.9. **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.

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

3. INFORMATION ON THE QTV GROUP AND LEGACY BUSINESS

- 3.1. **QTV.** QTV is a public company limited by shares incorporated in Singapore. The shares of QTV were previously listed on the Catalist board ("**Catalist**") of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") and were delisted from the SGX-ST on 29 July 2022 pursuant to a restructuring ("**Restructuring**") and scheme of arrangement ("**Scheme**"), following which, *inter alia*, QTV became a wholly-owned subsidiary of the Company and the shares of the Company 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 date of the SPA.
- 3.2. **QTV Group.** As at the date of this announcement, QTV is the holding company of two (2) wholly-owned subsidiaries, namely TriReme Medical (Singapore) Pte Ltd ("**TriReme Singapore**") and Quattro Vascular Pte Ltd ("**Quattro**") (collectively with QTV, the "**QTV Group**", and, for the avoidance of doubt, includes QTV's shareholding interest in TriReme Medical LLC ("**TriReme USA**") which, as far as the Company is aware, is a shareholding interest of approximately 20.19% as at the date of this announcement).
- 3.3. **Contingent Proceeds.** 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 Life Sciences Unlimited Company ("**Teleflex**") and an option to acquire Chocolate Heart™ (for coronary applications) ("**Teleflex Option Product**") granted to Teleflex and Teleflex Incorporated under the asset purchase and option agreement dated 23 May 2018 entered into between the QTV Group, TriReme USA, Teleflex and Teleflex Incorporated ("**APOA**") ("**Teleflex Option**"); and
 - (b) the disposal of Chocolate Touch® (for peripheral applications) to G Vascular Private Limited ("**G Vascular**") under the asset purchase agreement dated 24 August 2020 entered into between, *inter alia*, QTV, TriReme USA, G Vascular and Genesis MedTech International Private Limited ("**Genesis MedTech**") ("**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 requisite approvals of The United States Food and Drug Administration are obtained and sales are made from Chocolate Touch® as well as any disposal of Chocolate Touch® (collectively, the "**Contingent Proceeds**").
- 3.4. **Trust Assets.** The Contingent Proceeds were assigned or agreed to be paid to QTV, and QTV declared that it shall hold the Contingent Proceeds ("**Trust Assets**") on trust for the then shareholders of QTV who were registered as such as at 5:00 p.m. on 12 January 2022 ("**QTV Entitled Shareholders**") pursuant to the terms of a trust deed dated 13 January 2022 ("**Trust Deed**") executed by QTV in connection with the Restructuring, for distribution to the QTV Entitled Shareholders as and when such Contingent Proceeds are received, subject to the conditions of the Trust Deed.
- 3.5. **Cessation of 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.

Notwithstanding the foregoing, 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 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 (PTA²) applications, (c) Chocolate Touch® for coronary (PTCA³) applications, and (d) Glider® for non-coronary (PTA) 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 the light of the QTV Group’s future business plans. No revenue has been derived from the products covered by these Potential Remaining IP Assets as the QTV Group ceased operations of the Legacy Business since FY2021 and based on the QTV Group’s current business direction and plans, the QTV Group is unlikely to resume the Legacy Business.

4. INFORMATION ON THE PURCHASER

- 4.1. **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. The directors and shareholders of the Purchaser are Muhammad Radzi Bin Embong and Mohd Khairul Bin Ab Karim.
- 4.2. **Purchaser is not an interested person.** The Purchaser, its directors and shareholders are not related to and have no connections (including any familial or business relationships) with any of the Directors or controlling shareholders of the Company or their respective associates. The Purchaser is not an interested person of the Company within the meaning of Chapter 9 of the Listing Manual Section B: Rules of Catalist of the SGX-ST (“**Catalist Rules**”) and accordingly, the Proposed Disposal will not constitute an “interested person transaction” under Chapter 9 of the Catalist Rules.
- 4.3. **Introduction to Purchaser.** The Company was introduced to a director of the Purchaser, Muhammad Radzi Bin Embong through a business associate of the Executive Chairman and Chief Executive Officer, in the course of the Company exploring opportunities for divestment and exit from the Legacy Business (as further elaborated in Section 6.1 below), and 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.

5. PRINCIPAL TERMS OF THE SPA

- 5.1. **Proposed Disposal.** Under the SPA, the Company has agreed to sell, and the Purchaser has agreed to purchase the Sale Shares at the Sale Price, free from all encumbrances and together

² PTA refers to percutaneous transluminal angioplasty, being products for non-coronary arteries.

³ PTCA refers to percutaneous transluminal coronary angioplasty, being products for coronary applications.

with all rights, benefits and entitlements attaching and accruing thereto as at Completion, on an “as is, where is” basis.

5.2. **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 Company or such other person as designated by the Company, to hold the same on trust in place of QTV as bare trustee, 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 Sections 5.2(a) and 5.2(c) above are not capable of waiver, the condition precedent in Section 5.2(b) above may be waived only by the Company, and the conditions precedent in Sections 5.2(d) to 5.2(f) above may be waived by mutual agreement of the parties. If any of the conditions precedent is not satisfied or waived on or before the Long-Stop Date (as defined below), the SPA shall automatically cease and determine, save in respect of accrued rights and antecedent breaches.

5.3. **Completion.** Completion shall take place on such date as the parties may agree in writing, being no later than ten (10) business days after the satisfaction or waiver of all the conditions precedent under the SPA, and in any case no later than 31 December 2026 (or such other date as the parties may agree in writing) (“**Long-Stop Date**”).

5.4. **“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.

5.5. **Purchaser Undertakings.** Under the SPA, the Purchaser has, *inter alia*, irrevocably and unconditionally agreed and undertaken as follows (being collectively, the Purchaser Undertakings referred to in Section 2.3):

- (a) **InnoRa Dispute-Related Liabilities.** The QTV Group and/or TriReme USA are or may be subject to certain liabilities arising from or in connection with the legal proceedings previously taken by InnoRa GmbH ("**InnoRa**") against the QTV Group and/or TriReme USA to claim certain royalties 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**"), including:

- (A) the provision made of S\$754,000 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:
 - (i) their obligation or liability to pay a final milestone payment of EUR500,000 originally contracted to be paid, which was due within 6 weeks of receipt of the U.S. Food and Drug Administration approval for Chocolate Touch ("**Final Milestone Payment**");
 - (ii) their obligation or liability to accrue for a simple interest of 10% per annum from the due date of 16 December 2022 until the date the payment is made to InnoRa; and
 - (iii) their obligation or liability to reimburse InnoRa for the sum of US\$119,875 to cover the administrative fees payable to American Arbitration Association International Centre for Dispute Resolution;
- (B) any further claim(s), if any, 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**"). The aforesaid state court granted QTV's motion to dismiss InnoRa's action and compel arbitration for such Complaint on 24 April 2023; and
- (C) 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 and the liability for which rests with QTV ("**Outstanding Legal Fees**"),

(collectively, "**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 paragraph (i) immediately above.
 - (b) **Waiver of Intercompany Debt Balances.** QTV had waived the inter-company debt balance of S\$5,425,673.60 owing by the Company to QTV by way of an intercompany balances waiver and release agreement dated 15 May 2024 ("**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 any company within the QTV Group and/or TriReme USA (including any liquidator, receiver, manager or judicial manager) in breach of the undertaking in paragraph (i) immediately above.
- 5.6. **Further details on Takeover Fee.** As mentioned in Section 2.4 above, the Takeover Fee was agreed between the Company and the Purchaser after taking into consideration, *inter alia*, the nature, extent and likelihood of occurrence of the actual or contingent liabilities which the Purchaser has undertaken to indemnify and save harmless the Company from arising from the InnoRa Dispute-Related Liabilities, and in this respect, the Company notes the following:
- (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 so 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 further arbitration proceeding or other legal action in relation to the Complaint since the conclusion of legal proceedings and 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 issuance of the Arbitral Award in 2023 and as previously disclosed in connection with the Group's HY2026 (as defined in Section 7.1 below) financial statements, the Group does not expect to pay out such Outstanding Legal Fees, although such amount remains recognised as a current liability in the other payables account of the QTV Group.

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, or arising from or otherwise in connection with the Purchaser Undertakings of an amount or value exceeding the Takeover Fee (whether singly or in aggregate).

- 5.7. **Moratorium.** The Purchaser has undertaken not to (a) sell, dispose, 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 for the period commencing from Completion up to and including 15 May 2027 (“**Moratorium Period**”). 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.

6. RATIONALE FOR THE PROPOSED DISPOSAL

- 6.1. **Exit from 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.

- 6.2. **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 salient terms of the SPA as set out in Section 5 above;
- (b) the financial effects of the Proposed Disposal as set out in Section 8 below; and
- (c) the ability to, and 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.

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 puts 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 Company has procured the Purchaser's agreement for the Trust Assets to be transferred to the New Trustee to hold on trust as bare trustee for the QTV Entitled Shareholders in place of QTV. 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.

7. CHAPTER 10 OF THE CATALIST RULES

- 7.1. **Relative Figures under Rule 1006 of the Catalist Rules.** Based on the unaudited condensed interim consolidated financial statements of the Group for the six (6) months ended 30 June 2026 ("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 to be issued by the Company as consideration for an acquisition, compared with the number of equity securities of the Company 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 S\$4,585,000 as at 30 June 2026, compared against the net liability position of the Group of 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 and before income tax and non-controlling interests.
- (3) Based on the net loss of S\$12,000 attributable to the QTV Group for HY2026, compared against the net loss of the Group for HY2026 of S\$247,000.
- (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 of the Company ("**Shares**") (excluding treasury shares) of 12,587,903,544 by the volume weighted average price of the Shares of S\$0.001 on 6 October 2026 (being the last full market day where Shares were traded preceding the date of the SPA).

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), 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.

(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.

- 7.2. **Proposed Disposal a ‘major transaction’.** 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 also considered the application of Practice Note 10A 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 negative net asset value position and loss-making, such that paragraphs 4.3(c), 4.3(e), 4.4(c) and 4.4(e) of Practice Note 10A 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. 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 are also applicable, and the absolute relative figure computed on the basis of Rule 1006(a) of the Catalist Rules is 352.69%, which 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, pursuant to paragraph 4.6 of Practice Note 10A, Rule 1014 of the Catalist Rules applies to the Proposed Disposal. The Proposed Disposal accordingly constitutes a major transaction under Chapter 10 of the Catalist Rules which is subject to the approval of Shareholders.

- 7.3. **Shareholders’ approval required pursuant to 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 (“**Undertaking**”). Accordingly, Shareholders’ approval is also required for the Proposed Disposal pursuant to the terms of the Undertaking.

8. FINANCIAL EFFECTS OF THE PROPOSED DISPOSAL

- 8.1. The unaudited pro forma financial effects of the Proposed Disposal on the net tangible liability (“**NTL**”) per share and loss per share (“**LPS**”) 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 the financial year ended 31 December 2025 (“**FY2025**”), as well as the following bases and assumptions:

- (a) the financial effects on the consolidated NTL 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 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 are approximately S\$103,000;
- (d) the Company's liability to pay the Takeover Fee will accrue 100% on Completion although the actual liability to pay the Takeover Fee will be in two tranches, (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 per the Group's FY2025 financial statements.

8.2. NTL per share

	Before the Proposed Disposal	After the Proposed Disposal
(NTL)/NTA ⁽¹⁾ (S\$'000)	(3,591)	739
(NTL)/NTA per share (S\$) ⁽²⁾	(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 ordinary shares in issue as at 31 December 2025.

8.3. LPS

	Before the Proposed Disposal	After the Proposed Disposal
(Net loss)/Net gain attributable to the shareholders 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

9. DIRECTORS' AND CONTROLLING SHAREHOLDERS' INTERESTS

- 9.1. None of the Directors or controlling shareholders of the Company, other than in their respective capacity as Directors or shareholders of the Company, has any interest, direct or indirect, in the Proposed Disposal.

10. SERVICE CONTRACTS

- 10.1. As at the date of this announcement, no person is proposed to be appointed as a director of the Company in connection with the Proposed Disposal. Accordingly, no service contract is proposed to be entered into between the Company and any such person.

11. EGM AND CIRCULAR

- 11.1. A circular to Shareholders containing, *inter alia*, further details of the Proposed Disposal and the final valuation, together with the notice of EGM and proxy form, will be despatched in due course.

12. CAUTION IN TRADING

- 12.1. Shareholders and potential investors should note that Completion is subject to, *inter alia*, the fulfilment of the conditions precedent under the SPA, and there is no certainty or assurance as at the date of this announcement 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 announcement and any further announcements by the Company carefully, and to exercise caution when dealing in the shares of the Company. Persons who are in doubt as to the action they should take should consult their legal, financial, tax or other professional advisers.

13. DOCUMENTS AVAILABLE FOR INSPECTION

- 13.1. A copy of the SPA will be available for inspection at the Company's registered office at 100 Tras Street, #11-03, Singapore 079027 during normal business hours for a period of three (3) months from the date of this announcement.

14. DIRECTORS' RESPONSIBILITY STATEMENT

- 14.1. The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Proposed Disposal, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading.
- 14.2. Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information is accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

By Order of the Board

QUANTUM HEALTHCARE LIMITED

Gian Siong Lin Jimmy
Executive Chairman and Chief Executive Officer
8 October 2026

This announcement has been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. ("**Sponsor**"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited ("**Exchange**") and the Exchange assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.

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.